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By: Denise M. Keyser, Esq. (026471983)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

VIRTUA HEALTH, INC.,	:	
	:	
Petitioner,	:	CIVIL ACTION NO. _____
	:	
v.	:	<b>CERTIFICATION OF DENISE</b>
	:	<b>M. KEYSER IN SUPPORT OF</b>
JNESO DISTRICT COUNCIL 1, IUOE,	:	<b>PETITION TO VACATE</b>
	:	<b>ARBITRATION AWARD</b>
Respondent.	:	

I, Denise M. Keyser, certify and say:

1. I am an attorney at law licensed to practice in the State of New Jersey and before this Court and am a partner with the firm of Ballard Spahr LLP, attorneys for Virtua Health, Inc. (hereinafter referred to as "Petitioner"). I make this certification in support of Petitioner's Petition to Vacate Arbitration Award.
2. Annexed hereto as Exhibit 1 is a true and exact copy of the parties' 2015-18 collective-bargaining agreement ("CBA").
3. Annexed hereto as Exhibit 2 is a true and exact copy of Respondent's grievance.

4. Annexed hereto as Exhibit 3 is a true and exact copy of the Arbitrator's Award.

5. Annexed hereto as Exhibit 4 is a true and exact copy of Petitioner's Second and Third Step responses to the grievance.

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct.

DATED: January 24, 2019

  
Denise M. Keyser

**EXHIBIT 1 to  
Certification of Denise M. Keyser**



**AGREEMENT**

**BETWEEN**

**VIRTUA HEALTH INC.  
and**

**JNESO - DISTRICT COUNCIL 1, IUOE**

**MARCH 1, 2015 through FEBRUARY 28, 2018**

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MY STEWARD IS: \_\_\_\_\_

EXTENSION: \_\_\_\_\_

YOUR RIGHTS AS AN EMPLOYEE

YOU HAVE THE RIGHT TO....

REPRESENTATION AT ANY MEETING CALLED FOR BY YOUR EMPLOYER THAT  
COULD RESULT IN DISCIPLINE;

ASK TO KNOW THE NATURE OF THE MEETING

YOU HAVE THE RIGHT TO.....

STOP ANSWERING QUESTIONS AND REQUEST THAT A JNESO STEWARD BE  
PRESENT;

KNOW WHO TO CALL WHEN YOU NEED HELP IMMEDIATELY

REMEMBER, ALL QUESTIONS, PROBLEMS OR COMPLAINTS SHOULD BE BROUGHT  
TO THE ATTENTION OF YOUR STEWARD ***BEFORE*** THEY BECOME GRIEVANCES.

***DO NOT DELAY IN CONTACTING SOMEONE FOR ASSISTANCE OR ADVICE***

DO NOT TAKE IT UPON YOURSELF OR RELY ON MANAGEMENT TO RESOLVE  
GRIEVANCES. YOUR ACTIONS OR LACK OF ACTION CAN AFFECT ALL YOUR  
COLLEAGUES

IF YOU ARE UNABLE TO REACH YOUR STEWARD, PLEASE CONSULT THE  
BULLETIN BOARD FOR ALTERNATES OR EXECUTIVE OFFICERS.

REMEMBER, YOU HAVE THE RIGHT TO BE REPRESENTED  
PROTECT THAT RIGHT - ASK FOR HELP FIRST

**PREAMBLE**

This Agreement, made this first day of March, 2015, between VIRTUA HEALTH, INC. (hereinafter referred to as the “Employer”) and JNESO, DISTRICT COUNCIL 1, IUOE at 1225 Livingston Avenue, North Brunswick, New Jersey 08902 (hereinafter referred to as the Union).



**ARTICLE 1**  
**RECOGNITION**

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all non-supervisory and non-managerial full-time, part-time and Per Diem registered nurses employed by the Employer at its Voorhees and Marlton acute care hospital facilities, the Family Health Center at Camden, the SEDs at Camden and Berlin, Summit Surgical Center, MedCom in Marlton, Center for Women in Voorhees, home health care department, including registered nurses, care coordinators, enterostomal therapists, clinical educators, clinical nurse specialists, clinical resource coordinators, infection control coordinators, home care coordinators, flight RNs, quality assurance facilitators, case managers, documentation team leaders, antenatal testing unit coordinators, community educators, and home care RNs, Cardiac Rehabilitation Nurses, but excluding all other Virtua Health, Inc. employees, supervisors, managerial employees, (including outcomes managers) and guards as defined in the Act.

1.2 The term "employee" shall be defined to include all bargaining unit members noted in Section 1.1, the plural as well as the singular, and to include males and females.

1.3 Upon signing of this Agreement, the Employer shall furnish the Union with a copy of a list of all employees covered by this Agreement. The Employer shall provide an updated list bi-annually. On a monthly basis, the Employer shall advise the Union of newly hired employees, terminations, transfers into and out of the bargaining unit (including job opening number) and employees on leaves of absence. The information provided shall be the employee's name, home address, date of hire, job classification, employment status, shift, rate of pay, cost center, work location and department.

1.4 During the employee's new hire orientation, the Union shall provide the employee with a copy of the collective bargaining agreement.

1.5 The Hospital will set up a time and location during the orientation of new RN employees, during which a Union representative may address RN orientees regarding the highlights of the collective bargaining agreement. Such meetings will be non-adversarial in nature and will not exceed one-half (1/2) hour. Management representatives may be present during the presentation. The Union representative shall be paid for up to one-half (1/2) hour for conducting such meetings.

1.6 The Union's rights with respect to accretion shall be determined in accordance with applicable law.

**ARTICLE 2**  
**UNION MEMBERSHIP**

2.1 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the ninety-first (91st) day following the beginning of their employment or the effective date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union, and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the ninety-first (91st) day following the effective date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, within ten (10) days of receiving written notice from the Union to such effect and to the further effect that Union membership was available to such persons on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain Union membership in good standing as required herein shall, within ten (10) days of receiving written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

2.2 The Union agrees that it will indemnify and hold the Employer harmless from any damages sustained by reason of any action taken under this Article.

**ARTICLE 3**  
**DEDUCTION OF UNION DUES**

3.1 Upon receipt of a written authorization from an employee, the Employer shall deduct a standard formula amount from the wages due to the employee and remit the regular dues so authorized.

3.2 The Employer shall be relieved of making such deductions upon: (1) termination of employment; or (2) transfer to a job not included in the bargaining unit; or (3) layoff from work; or (4) unpaid leave of absence; or (5) revocation of the check-off authorization on ten (10) days' written notice to the Union and the Employer.

3.3 Upon return of the employee from any of the enumerated absences set forth above, the Employer shall immediately resume the obligation to make the deductions.

3.4 It is understood and agreed that such deductions shall only be for dues and initiation fees, all other Union assessments and fees being matters solely between the employees and the Union.

3.5 The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any month involved, shall have failed to receive wages.

3.6 The Employer shall remit to the Union a bargaining unit payroll record for all bargaining unit employees indicating the dues deducted and the gross pay received for the preceding month, for each payroll by the 15<sup>th</sup> of each month. Said list shall include employees on leave and/or employees with no earnings during the period.

3.7 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action, claim, demand or suit by any person which may involve or be in whole or in part based upon collection or deduction of any money by the Employer submitted to the Union in accordance with the terms of this Article or which may involve or be in whole or in part based upon the use of any monies by the Union which may have been collected or deducted by the Employer and remitted to the Union pursuant to this Article. Once the funds are remitted to the Union, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 4**  
**NO DISCRIMINATION**

4.1 Neither the Employer nor the Union shall discriminate against any employee because of race, color, national origin, religion, sex, age, disability or exercise of rights protected under Section 7 of the NLRA or on any other basis prohibited by federal or state law.

4.2 It is agreed and understood that the Employer is subject to certain obligations under the Americans With Disabilities Act (“ADA”) and the New Jersey Law Against Discrimination (“NJLAD”) and the Union agrees that it will cooperate with the Employer in complying with such obligations, subject to verification of same.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

5.1 The management and operation of the enterprise and the direction of the work force are vested exclusively with the Employer. The Employer retains all of the power, rights, functions, responsibilities and authority to operate its business and direct its employees except as limited by express language of this Agreement. The rights reserved to the Employer include all matters of inherent managerial policy including those necessitated by the unique nature of Employer's operations. Prominent among the rights reserved to and retained by the Employer, but by no means wholly inclusive, are the sole right to hire, educate, classify, assign, transfer, discipline or discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the number of hours to be worked; to establish and change work schedules and assignments; to establish job duties and standards of performance; to require reasonable overtime in the interest of patient care; to promulgate reasonable rules, standards and regulations; to assign professional nursing duties to the work force, to assign or transfer temporarily or permanently employees as operations may require; to plan and continue operations; to exercise control and direction over the organization and effectiveness of operations; to determine the number of employees and duties to be performed by them as registered nurses; to maintain the efficiency of employees to establish, expand, reduce, appoint, combine, consolidate or abolish any job classification, department or service; to introduce new or improved methods, materials, equipment or facilities; to utilize suppliers, subcontractors and independent contractors as needed to assure appropriate staffing as it determines appropriate; to control all property; to transfer any or all operations to any location or discontinue the same in whole or part; to utilize employees wherever necessary in cases of emergency; to determine and implement standards related to education, instructions, operations and patient care; to change or abolish job titles, departments or units; to determine and change work shifts, schedules, rotations and starting and quitting times; and in all respects to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The Employer reserves the right to discontinue operations in whole or in part; to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of employees required, and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business. The above set forth management rights are by way of example, but not by way of limitation. The Union recognizes that the Employer may introduce a revision in the method or methods of operation, which may produce a revision in job duties and reduction of personnel in any job classification.

5.2 The Employer may introduce a change in the method or methods of operation, which may produce a change in job duties and reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any such program to be hereafter undertaken by the Employer.

5.3 The Union agrees to cooperate with the Employer to attain and maintain maximum patient care and full efficiency and the Employer agrees to consider constructive suggestions submitted by the Union toward these objectives.

5.4 The Employer reserves the right to make any changes in operations not expressly and clearly restricted by this Agreement.

**ARTICLE 6**  
**RULES AND REGULATIONS**

6.1

- a. The Employer shall have the right to establish and promulgate rules and regulations so long as those rules do not conflict with the express provisions of this Agreement. The Union and the Local shall be notified in writing at least two (2) calendar weeks in advance of implementation of any and all proposed new rules or modifications of existing rules or policies concerning terms and conditions of employment. Upon written request from the Union, submitted at least one (1) week prior to implementation of the proposed changes, the parties shall meet to discuss the necessity for the changes and any alternatives the Union may propose shall be considered. The Union and the Employer will endeavor to meet promptly prior to the scheduled implementation.
- b. For purposes of this Article, the word "Union" means JNESO District Council 1, IUOE AFL-CIO. For purposes of this Article, the word "Local" means the Virtua Local of JNESO District Council 1, IUOE AFL-CIO.

**ARTICLE 7**  
**UNION REPRESENTATION AND BULLETIN BOARDS**

7.1 Agents of the Union who are not employees of the Employer will be permitted to visit job sites and work locations for the purpose of investigating grievances and administration of the Agreement at mutually agreeable times. Prior to such visits the Union representative will notify the local Nurse Executive of the facility or her/his designee of the intended visit and shall receive permission to conduct a visit so that her/his activities do not occur in patient care areas and do not interfere with patient care or the effective operation of the facility. Permission shall not be unreasonably denied.

7.2 The Employer will provide the space for one (1) mailbox and locked glass bulletin board at each division for the purpose of posting proper Union notices. The location of the bulletin boards shall be as follows:

Voorhees:	At the Garden Level Service hallway
Marlton:	Next to the service elevators
Berlin:	In the employee hallway
Camden:	Employee locker rooms
Summit:	In the staff office
Home Care:	Mt. Laurel

In the event that a construction project prevents the utilization of the bulletin boards, Virtua will provide an alternative and will notify the Union.

In addition, RNs in other locations may request a posting area out of public view; such requests shall not be unreasonably denied.

A copy of all material to be posted on the Union bulletin boards must be signed and dated by the Union Representative posting same. The bulletin board shall be the exclusive location for the posting of information by the Union. A copy will be furnished to the Human Resources local HR Manager or designee, prior to posting. No inflammatory, profane, obscene or defamatory or otherwise inappropriate material will be permitted to be posted on such bulletin boards. All other bulletin boards shall be reserved for the exclusive use of the Employer. There shall be no posting by the Union other than on the designated bulletin boards.

7.3 Stewards participating in grievance meetings and/or disciplinary investigatory meetings shall do so on personal or unpaid time unless the meeting is scheduled by the Employer during the steward's scheduled work hours in which case the steward shall not lose pay for the scheduled hours. Any such time shall not be considered time worked for overtime purposes. Time spent by Union representatives in preparatory meetings, arbitrations and/or contract negotiations shall not be compensated by the Employer.

7.4 On a quarterly basis, and whenever there is a change in the Union's Officers, Labor Representatives and/or Shop Stewards, the Union shall provide to the Employer a list of all of its Officers, Labor Representatives and/or Shop Stewards. The list shall be provided to the Director, Labor Relations, and to local HR Managers.



**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

8.1 The purpose of this procedure is to provide an effective and viable means to reach resolution of any problem and complaint concerning the working situation. To that end, any individual employee or group of employees should have the right to present problems or concerns to management on an informal basis and to have them addressed as long as the resolution is not inconsistent with the terms of this Agreement. In the event that the employee chooses not to pursue such informal means of addressing issues and/or such informal procedure does not provide a satisfactory result, the employee shall have the right to utilize the grievance procedure set forth herein.

- a. A grievance shall be defined as any dispute between an employee subject to this Agreement and the Employer or the Union and the Employer arising from the interpretation or application of the terms of this Agreement.
- b. Grievances may be investigated by the Steward. Investigation shall not interfere with staffing or patient care.
- c. Stewards and employees participating in the grievance procedure shall do so on personal or unpaid time unless the meeting is scheduled during the steward and/or employee's scheduled work hours in which case the steward and/or employee shall not lose pay for the scheduled hours.

8.2 The Grievance procedure shall consist of three (3) steps:

**Step 1** Within seven (7) days of the occurrence of the event[s] that gave rise to the grievance, the employee or the Union shall present the grievance, in writing, to his/her Human Resources\* for distribution to the grievant's Nurse Director/Manager, or equivalent level, provided that the Union has signed the grievance. The written grievance shall contain the facts and the nature of the grievance and the contractual provision alleged to be violated. The Nurse Director/Manager, or equivalent level, shall issue a response, in writing, within five (5) days or may schedule a meeting to discuss the grievance and respond in writing within the same five (5) day period. In the event that the matter is not resolved to the employee's satisfaction or the Nurse Director/Manager, or equivalent level, fails to respond within the foregoing time period, the grievance shall be deemed denied and the grievance may proceed to the next step of this procedure.

**Step 2** Within five (5) days of failing to receive a satisfactory resolution in Step 1, the grievance may be presented in writing, to Human Resources\* for distribution to the grievant's Administrative Director, or equivalent level. The Administrative Director, or equivalent level, shall respond (in writing or email) within five (5) days.

**Step 3** Within five (5) days of failing to receive a satisfactory resolution in Step 2, the grievance may be presented, in writing, to Human Resources\*



for distribution to the Nurse Executive. The Nurse Executive shall issue a final response, in writing, within ten (10) days.

Responses at all steps shall be copied to the Union President and Chief Steward.

- \* Such service must be received in Human Resources by 5:00pm. The Union bears the burden of documenting timely service.

8.3 a. If a grievance is not initiated or processed in the time limits as noted in this Article, it shall be deemed to be barred.

- b. If the manager in the first and second steps above is the same person, the employee/Union may proceed from Step 1 to Step 3.
- c. The Union may file grievances as class actions. The Employer retains the right to challenge the designation of the grievance as a class action. If the parties mutually agree that a grievance has bargaining unit-wide application, the Union may present a grievance in writing to the Assistant Vice President for Human Resources. Grievance submission and response periods shall be in accordance with Step 3 above.
- d. Grievances which affect a substantial number of employees, an entire shift, or unit or division, may be filed with the Nurse Director/Manager, or equivalent level, or the Administrative Director, or equivalent level, as appropriate.

8.4 All time limits shall be exclusive of Saturdays, Sundays and holidays and shall be deemed to end at 5:00 p.m., but may be extended by mutual agreement of the Employer and the Union in writing.

8.5 The procedures herein provided for settling all complaints, disputes or grievances arising under the terms of this Agreement shall be the sole and exclusive remedy of the Union and the employees regarding matters covered by this Agreement and shall be used to the exclusion of any other means available and such settlement procedures shall be (except to enforce, vacate or modify awards) in lieu of any and all other remedies, forums at law, in equity or otherwise, which will or may be available to the Union and employees under the terms of this agreement.

8.6 There shall be no lockout, strike, slow-down, stay-in, interference or any suspension of work on account of the disposition of any grievances or any disputes or differences of opinion between the Employer and the Union or between the Employer and any employee.

8.7 Solicitation of patients or visitors for participation in the grievance procedure by either party is prohibited.

**ARTICLE 9**  
**ARBITRATION**

9.1 If no agreement has been reached by the final Step in the grievance procedure, the Employer and the Union agree that the matter may be submitted to arbitration only by the Union. Submission to arbitration must be made by the Union in writing within fifteen (15) days after the completion of Step 3 of the grievance procedure, Saturdays, Sundays and holidays excepted, by giving notice to the Employer and to the American Arbitration Association (“AAA”). Failure to demand arbitration in a timely manner shall constitute an acceptance of the Employer’s last answer and a waiver of the right to proceed to arbitration.

9.2 The arbitrator shall be bound by the terms of the Agreement and shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement.

9.3 Each party is responsible for the expenses of its witnesses and others selected for attendance at grievance and/or arbitration meetings. Fees and expenses payable to the arbitrator and costs, if any, of the meeting space for the arbitration, shall be divided equally between the parties. The arbitration shall be held within a ten (10) mile radius of the location from which the grievance arose at a mutually agreeable neutral site or at such other locations as may be mutually agreed upon by the parties.

9.4 The Employer will make reasonable efforts to adjust the work schedules of participants in the arbitration hearing so that loss of pay may be avoided. However, such participants are not in any way guaranteed that there will be no loss of pay or time for work week or work period during which the arbitration hearing occurs. The Union shall notify the Employer of any employee who is in need of a work schedule adjustment in order to attend the arbitration at least seven (7) calendar days prior to the arbitration.

9.5 The decision of the Arbitrator shall be final and binding upon the parties.

9.6 The Union and the Employer will seek to process the matter with dispatch in discipline or discharge arbitration cases.

9.7 Unless the parties agree otherwise, no more than one issue shall be presented to an arbitrator in a single case, except that a grievance filed in connection with a suspension which immediately (within 30 days) results in termination of employment, may be amended to include a grievance related to the termination.

9.8 Either party may request that the arbitrator consolidate cases which arise out of the same set of facts.

**ARTICLE 10**  
**NO STRIKE OR LOCKOUT**

10.1 Neither the Union, its officers, agents, representatives nor any employee shall engage in a strike, sympathy strike, work stoppage, slow-down, concerted refusal to work, cessation or stoppage or interruption of work, sick out, job action, refusal to cross a picket line established by any other union or group or prevent or attempt to prevent, the access of any person to the Employer's facilities during the term of this Agreement.

10.2 Any employee engaging in a strike or work stoppage may be subject to discipline up to and including discharge. Such discipline or discharge taken pursuant to this section shall not be subject to the arbitration provisions of the Agreement except on the question of whether the employee actually engaged in a strike or work stoppage.

10.3 The Union, its officers, agents, representatives and members, shall not, in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any action in violation of paragraph 1 of this section or condone or encourage any such conduct or action.

10.4 In addition to any other liability, remedy or right provided by applicable law or statute, should any action in violation of paragraph 1 of this section occur, the Union, upon request by the Employer, shall immediately:

- a. notify employees of its disapproval and that such action is in violation of this Agreement and instruct such employees to cease such action and return to work immediately;
- b. advise the Employer in writing that such activity by the employees has not been called or sanctioned by the Union;
- c. post notices at Union bulletin boards advising that such action is in violation of this Agreement and instructing employees to return to work immediately;
- d. publicly disavow such action by their employees and/or notify each and every individual employee of its disapproval of such action and issue a prompt back to work order.
- e. do everything reasonable in its power to prevent its members from participating in such action, and take all steps necessary to bring about compliance with this Agreement.

10.5 In the event of an alleged or asserted breach of this section, the parties may resort to the courts of competent jurisdiction or may file a contractual grievance arbitration procedure through expedited arbitration by immediately notifying the American Arbitration Association which shall immediately appoint an arbitrator who shall schedule a hearing within twenty-four (24) hours of the appointment to issue an immediate award with an opinion to follow. In addition, the Union and the Employer recognize that the Employer may seek injunctive relief and any appropriate damages for breach of this provision without submission of the matter to the grievance and arbitration procedures of this Agreement.

10.6 The Employer agrees that it shall not lock out employees during the term of this Agreement.

**ARTICLE 11**  
**EMPLOYEE STATUS**

11.1 Employee status will be used to determine eligibility for and degree of participation in Employer benefits and eligibility for other programs related to employment.

11.2 There will be three levels of employee status, based upon hours scheduled:

**Full-time:** Employees regularly scheduled for at least 35 or more hours per week in a budgeted position.

**Part-time:** Employees who are regularly scheduled to work less than 35 hours per week on a regular and continuous basis in a budgeted position.

**Per Diem:** Employees who are not regularly scheduled but who work on an as-needed or relief basis (not benefit eligible).

11.3 An employee can maintain only one of the foregoing statuses at any given time. The Employer will review the status of employees annually to insure that they are properly classified. Full-time and part-time employees must maintain the minimum hours within status to retain the benefits accorded by status. Status designation shall be based upon actual hours paid and a projection of future needs. Based upon the identified need, a corresponding position will be posted in accordance with Article 15.

11.4 Temporary employees are those hired to work on a temporary basis, not to exceed six (6) months. In the event a temporary employee applies for and receives a bargaining unit position, the employee will be subject to a probationary period but eligibility for time-off benefits will be computed retroactively to date of hire as a temporary employee. Eligibility for all other benefits will be the date of the employee's entry into the bargaining unit, except that time spent as a temporary employee will be counted towards satisfaction of the waiting period for insurance coverage.

11.5 The Employer retains the right to employ temporary or supplementary (agency) staff on short- or long-term basis, subject to the limitations of this Agreement. Such temporary or supplemental (agency) staff shall not be used at the expense of employees in the bargaining unit or when employees are on layoff status, provided that the laid off employees are qualified for and available for the work in question.

**ARTICLE 12**  
**NEW HIRE**  
**PROBATIONARY PERIOD**

12.1 All newly hired employees shall serve a probationary period of three (3) calendar months. Probation may be extended for up to an additional three months in the Employer's discretion, with written notice to the Local and a copy to the Union. The Employer's decision to extend probation shall not be subject to the grievance and arbitration procedure of this Agreement.

12.2 Newly hired employees are not covered by the terms of this Agreement during their new hire probationary period and any extension thereof unless otherwise specified in this Agreement.

12.3 Employees may be disciplined or discharged at the discretion of the manager during the new hire probationary period, and any extension thereof pursuant to 12.1 without recourse to the grievance and arbitration procedure of this Agreement.

12.4 Probationary employees shall be subject to the wage provisions of this Agreement. Newly hired employees are not eligible for benefits or the accrual of time off benefits during their probationary period except as provided for below. Upon successful completion of 90 days of employment, seniority and PTO shall be calculated retroactive to the employee's most recent date of hire. Employees shall become eligible for payment of PTO and EST after completion of 90 days of employment. Participation in health, dental, prescription and life insurance shall commence on the first of the month following the date of hire, provided the employee completes the enrollment process.

12.5 Probationary employees shall be paid Holiday premium for any legal holidays worked, in accordance with this Agreement.

12.6 Newly hired probationary employees will be paid for time worked only, unless otherwise provided in this Agreement.

12.7 Non-bargaining unit Virtua employees who obtain positions within the bargaining unit shall be regarded as newly hired probationary employees for bargaining unit purposes as of the date they commence employment in a bargaining unit position. Such employees shall be subject to a probationary period but shall continue benefit eligibility based upon their employee status in the bargaining unit.

**ARTICLE 13**  
**SENIORITY**

13.1 Seniority shall be used to recognize the service of employees as a factor for employment and benefit eligibility.

13.2 Bargaining Unit seniority shall commence upon successful completion of the new hire probationary period and shall be retroactive to the employee's most recent date of hire into a bargaining unit position unless otherwise provided herein.

13.3 Bargaining Unit seniority will be used to schedule PTO within each nursing unit or department, except as noted in Article 47.1.b.2.

13.4 System seniority is defined as the total consecutive period of employment with the Employer in any capacity from the employee's most recent date of hire except as otherwise provided herein. For employees in the bargaining unit as of the date of ratification of the first agreement, bargaining unit seniority shall be the same as System seniority. Employees hired or who transfer into bargaining unit positions after the ratification of the first agreement shall have their bargaining unit seniority commence with their date of hire or transfer into a bargaining unit position. Except for LPNs who had been employed at Virtua-WJHS in that capacity and who have or who are now entering the bargaining unit as RNs shall be credited with one-half of their seniority.

13.5 System seniority shall apply for pension, insurance coverage, and the accrual rates for time off benefits. Bargaining unit seniority shall be used to administer the layoff provisions of this contract.

13.6 Seniority shall be lost upon the occurrence of any of the following:

- a. voluntary termination of employment;
- b. involuntary termination from employment;
- c. layoff for a period exceeding six (6) consecutive months or length of seniority, whichever is shorter;
- d. failure to report to work upon the expiration of an approved leave of absence unless otherwise mutually agreed between the parties;
- e. failure to respond within three (3) days and report back to work within one (1) week of receiving notice by certified mail, telegram or overnight mail service of recall from layoff, provided the time period may be extended by the Employer if, in its judgment, the employee provides a satisfactory explanation for not reporting within the specified time period;
- f. obtaining employment with another Employer during a leave of absence, except for military duty;
- g. failure to return following a disciplinary suspension;



- h. absence without notification to the Employer for more than two days;
- i. failure to return to the bargaining unit within twelve (12) months of accepting a non-bargaining position.

13.7 Terminated employees who are rehired within twelve (12) months of the last day worked are eligible to apply for reinstatement. Upon reinstatement, previously earned bargaining unit seniority excluding the time away from Virtua between the date of termination and reinstatement, shall be restored. Reinstated employees shall accrue no benefits for time not actively employed.

13.8 The Employer shall provide a seniority list to the Union at the end of the second and fourth quarters of the year. The parties will endeavor to insure the accuracy of the list.

13.9 Temporary and supplemental (agency) employees shall have no seniority.



**ARTICLE 14**  
**LAYOFF/RECALL**

14.1 The Employer, in its sole discretion, shall have the right to determine whether layoffs are necessary. Prior to any layoff, the Employer will give the Union as much advance notice as possible.

14.2 In the event that it is necessary for the Employer to layoff employees, temporary employees and new hire probationary employees within the affected job title and specialty shall be laid off first.

14.3 In the event that the Employer determines that a layoff (reduction in staff) is necessary in a particular patient care area or department, layoffs shall be made in reverse order of seniority, provided that the remaining employees are qualified to perform the remaining available work. Employees shall be deemed qualified if they meet the standards established in the Employer's skills checklist and job description. The following procedure shall be applied to affected employees.

- a. The Employer will first seek volunteers in the affected job titles to be laid off with preference in order of seniority, with the understanding that the Employer has the right to accept or reject any such volunteers. If there are no volunteers, then:
- b. Affected employees, in order of seniority, shall be offered all available vacant positions on all shifts for which the employee is qualified as defined herein. An employee shall be deemed to have met the competency standards for purposes of this Article if the employee can complete the Employer's skills checklist within thirty (30) days. Affected employees shall be given preference over all internal or external candidates, provided that the affected employee is qualified for the position as defined herein. If such an employee is offered a comparable position (same shift and status [FT/PT]) for which the employee is qualified and the employee refuses to accept the position, the employee will be deemed terminated from employment.
- c. If no such comparable position[s] exists or there are insufficient vacancies to absorb the affected employee[s], the affected employee[s] may "bump" the least senior employee[s] in the same job title and patient care area or department in the same status (FT/PT) on the same shift as the affected employee. For purposes of this provision, 7A-3P shall be the equivalent of 7A-7P, and 3P-11P and 11P-7A shall be the equivalent of 7P-7A. For purposes of this Article, all medical/surgical units shall be considered to be a single patient care area or unit.
- d. In the event that there is not a less senior employee in the affected employees' job title and department on the same shift and in the same status, the affected employee[s] or the employee[s] "bumped" in accordance with provisions of paragraph c, above, shall have the right to "bump" the least senior employee[s] in the department/unit on the other

shifts (combined) and in the same status (FT/PT), provided the bumping employee[s] is more senior than the employee[s] to be bumped and is qualified to perform the job in question.

- e. If there are no less senior employees in the affected employee's specialty area, the affected employee or the employee bumped in the foregoing provision shall have the right to bump the least senior employee in the bargaining unit without regard to status (FT or PT), provided that the bumping employee is qualified to perform the position, is more senior than the employee who is bumped, and is prepared to accept the bumped employee's schedule.
- f. There shall be no further bumping rights, except that any employee affected under the provisions of this section may choose not to exercise her or his right to bump, and any employee bumped by this process may transfer to Per Diem status.
- g. In the event of the closure of a department/unit/facility, the foregoing process shall be utilized.
- h. In the event that there is more than one affected employee, the selection among available positions and in the bumping of the least senior employees shall be in order of seniority. At each level, employees must accept comparable vacancies prior to having the opportunity to bump a less senior employee, except that when there are more employees affected by the layoff than there are vacancies available, the affected employees shall, in order of seniority, be allowed to select among the pool of vacancies and the least senior employees at the next level equaling the total number of affected employees.

14.4 Employees laid off may request payment for accrued, unused PTO during the period of layoff. Such payment shall be made in the same manner as though the employee were on vacation. In the event that the employee is not recalled by the expiration of the employee's recall rights, he/she shall receive payment for all accrued unused PTO.

#### 14.5 Recall

- a. Employees will be recalled from layoff in the reverse order in which they were laid off, provided that they have the qualifications and abilities to perform the available work and can work the required schedule for the positions without additional training.
- b. Employees may be recalled to fill positions other than those originally held before the layoff, provided they have the qualifications to perform the work and can work the available schedule. It is agreed and understood that in the event that an employee declines a position comparable to that which he/she held prior to the layoff, the employee will be considered to have resigned from employment. If the position declined is not

comparable to the one which the employee previously held, the employee will not lose his/her position on the recall list.

- c. Employees who refuse to report to work at the time specified in the recall notice will be considered to have voluntarily resigned from employment, provided, however, that no employee shall be considered to have voluntarily resigned if he/she reports to work within one week of notification.
- d. Recall rights will not exceed six (6) months from the date of layoff.

14.6 Temporary and newly hired probationary employees who have been laid off shall have no recall rights.

14.7 Temporary and Long Term Unit Closures: The Employer, in its sole discretion, shall have the right to determine whether to close any unit, and determine if any such closure shall be temporary or long term. The Employer shall notify the Union of any such closure and, upon request, shall meet and discuss the impact of the closure upon nurses assigned to the affected unit.

**ARTICLE 15**  
**TRANSFERS AND PROMOTIONS**

15.1 Whenever the Employer determines that a job vacancy exists in the bargaining unit, that vacancy will be posted in accordance with the Employer's posting policy. All such vacancies shall be posted for a minimum of five (5) calendar days. The posting shall specify position, status, shift, unit and location[s]. The procedure set forth in this Article shall be used to bid on newly created/open positions, promotions, unit transfers, shift transfers and/or status changes.

15.2 The Employer may advertise and interview external candidates during the posting period. Current employees who are qualified for the position shall be given preference over external candidates. In order to be deemed qualified, an internal candidate must possess the required job qualifications, be able to successfully complete the Employer's competency checklist within thirty (30) days and have had no decision-making days (suspensions) within the preceding year.

15.3 Eligibility for Bidding:

- a. Post-orientation employees, with less than one year of service, who are regularly scheduled staff assigned to a single unit may only bid on shift or employment status change once within the unit for the first year of service. Exceptions to this restriction may be waived upon mutual agreement of the Employer and the Union.
- b. Employees with more than one year of service may bid for jobs through the established bidding system. All employees who bid on a position and meet minimum qualifications shall be considered, and shall receive confirmation of the bid within seventy-two (72) hours.

15.4 Selection among internal applicants shall be based upon qualifications, demonstrated performance as reflected in performance evaluations and disciplinary history. When, in the Employer's judgment, those terms are relatively equal, first unit seniority and then bargaining unit seniority shall be the determining factor. Experience as an RN shall be considered along with seniority for purposes of promotion and transfer. Transfers within a unit shall be granted on the basis of bargaining unit seniority provided that the employee has not had a decision-making day (suspension) within the preceding year, unless otherwise approved by the manager/Department head.

15.5 If an employee is selected for a position, he/she will be released from his/her current position when a replacement is obtained but not later than four (4) weeks after the selection. The requirement of obtaining a replacement may be waived by the employee's current manager.

15.6 Upon movement to a new position, the employee shall begin an orientation period of up to twelve (12) weeks. If at any time during or at the end of the orientation period, the employee does not meet performance expectations of the new position, the employee may return to her/his prior position if available, and/ or may bid upon other available positions for which the employee is qualified within the System. In the event that no such positions are available and/or

the employee is not selected for another position, the employee may seek a Per Diem position or take a personal leave of absence not to exceed two months in order to preserve employment while seeking another position.

15.7 Unless approved by Management, regularly scheduled employees may only successfully bid on one posted change every twelve (12) months except for shift changes on the employee's current unit and as provided in Section 15.6. Such approvals shall not be unreasonably denied.

**ARTICLE 16**  
**PERSONNEL FILES, EVALUATION, JOB DESCRIPTIONS**

**Personnel Files**

16.1 Upon written/e-mail request within three business days advance notice, current employees may review their personnel file, during appointments scheduled during the business hours of the Human Resources Department. Appointments outside of regular business hours may be scheduled at mutually agreeable times. The following information is not included in the employee's file for purposes of inspection:

- a. documents relating to ongoing investigations and/or the investigation of possible criminal offenses;
- b. all reference information;
- c. materials related to criminal and/or civil proceedings;

16.2 An employee may inspect his/her file no more than two times per year, except as may be required in connection with a grievance or arbitration.

16.3 Files must be reviewed in the presence of a Department of Human Resources staff member.

16.4 Personnel files are the property of the Employer. Copies of designated records may be requested by the employee. A reasonable charge for copying will be payable in advance.

16.5 All evaluations and notices of disciplinary action shall be reviewed with the employee, who shall sign/initial same prior to placement in the personnel file. The employee's signature/initial on a document shall not constitute an admission by the employee but shall only signify the employee's acknowledgment of receipt of the document.

**Performance Evaluation**

16.6 An employee's performance will be evaluated by his/her manager at the conclusion of the orientation/new hire probationary period and at least annually from date of hire/transfer to current position. A copy will be provided to the employee. The employee's signature/initials on the performance evaluation document shall not constitute agreement by the employee but shall only signify the employee's acknowledgement of receipt of the document. Maintaining clinical competence and required certification/licensure are an expectation of satisfactory performance. Patient satisfaction surveys are tools that are intended to improve patient care and, as such, are not disciplinary in nature in and of themselves; however, the Employer reserves the right to investigate information contained in a patient survey and discipline employees if appropriate.

16.7 Additional reviews may be conducted as circumstances warrant.

16.8 Employees are required to submit a completed self-evaluation to the manager prior to the evaluation discussion.

## **Job Descriptions**

16.9 Newly hired employees will be given a copy of his/her job description at/or before orientation.

16.10 Any current employee who permanently transfers to another unit will be given a job description prior to transfer, if the description in the new unit differs from the description of the current position.

16.11 The Employer retains the right to develop/change job descriptions as needed. The Union will be given copies of current job descriptions as well as copies of new/changed job descriptions and will give the Union an opportunity to discuss new/changed job descriptions prior to implementation. If agreement on changes cannot be reached, the Employer may implement the changes. Disagreement over implemented changes may be raised in accordance with the grievance and arbitration procedure of this agreement.\



**ARTICLE 17**  
**HOURS OF WORK**

17.1 Work Week: The work week shall commence with the first shift beginning after 6:30 a.m. on Sunday and ends on the following Sunday at the corresponding time - 168 hours throughout. The normal hours of work for full-time employees who work 8-hour and 10-hour shifts shall consist of forty (40) hours within a 168 hour work period. Normal hours of work for full-time employees working 12 hour shifts shall consist of thirty-six (36) hours within a 168 hour period, except as outlined in other special staffing programs.

17.2 Work Day: Unless otherwise specified, the normal work day for eight hour shifts for the day and evening shifts shall be eight and one-half consecutive hours per day which shall include a one-half hour, unpaid lunch period. The normal work day for eight hour shifts on the night shift shall be eight (8) consecutive hours per day. Unless otherwise specified, the normal eight hour work shifts will be:

6:45 a.m. - 3:15 p.m. - Day Shift  
2:50 p.m. - 11:20 p.m. - Evening Shift  
11:00 p.m. - 7:00 a.m. - Night Shift

The normal twelve hour work shifts shall be:

6:45 a.m. - 7:15 p.m. - Day Shift  
7:00 p.m. - 7:00 a.m. - Night Shift

Medcom nurses shall work the following shifts (including a paid meal break):

7:00 a.m. - 7:00 p.m. - Day Shift  
7:00 p.m. - 7:00 a.m. - Night Shift

Changes to these times will be mutually agreed upon between JNESO and the Employer.

17.3 Nothing in this Article shall constitute an agreement to require employees to rotate except when mutually agreeable between the Employer and employee or in established positions or newly created positions which require rotation.

17.4 The Employer shall continue the shift times currently in effect (including shift schedules which do not conform to the normal work shifts above) provided, however, that the Employer may modify such shifts as it deems necessary and appropriate for the efficient operation of the Employer's facilities. The Employer shall have the right to alter shift starting and quitting times as it deems necessary and appropriate in the best interests of patient care. Except in cases of emergency, the Employer will notify affected nursing personnel of changes at least six (6) weeks prior to the effective date of such change or less, if mutually agreeable between Employer and employee. Such changes will not be arbitrary or capricious.

17.5 Regular full-time and part-time nurses may be required to work every other weekend in accordance with staffing and patient care needs. Unless otherwise agreed, 12-hour shift employees who work every third weekend as of the date of ratification of this Agreement shall continue with that requirement as long as they remain in the same unit and have the same



shift hours. If the employee calls off on a scheduled weekend, the Employer may, in its discretion, schedule the employee to make up the weekend[s] within the next calendar quarter.

17.6 Approved PTO (Vacation) time may include a normal weekend on and shall not change or interrupt the weekend off/on method. The weekend commitment shall not apply to time periods during which the employee is on leave for workers compensation or an approved leave of absence. Nurses who work every other weekend may be required to work up to 26 weekends/year. The Employer will provide coverage for employees working 26 weekends/year for up to 4 scheduled weekends shifts/year. Nurses who work every third weekend may be required to work up to 18 weekends/year. The Employer will provide coverage for up to two scheduled weekend shifts/year.

- a. The nurse who obtains coverage for a regularly scheduled weekend through a “switch” shall be considered to have met her/his weekend commitment. An individual who finds coverage still will be obligated to work her/his scheduled hours or utilize available PTO time. Provided that the unit is staffed for that shift, the employee may acquire coverage from available Per Diem RNs, provided they have met their Level requirements.
- b. The manager may approve additional weekend shifts off and such approval shall not be arbitrarily withheld.
- c. Full time and part time employees can be used to provide coverage for another employee provided no additional overtime is incurred.

17.7 Employees assigned to units which are closed on weekends will not be required to work on weekends.

**ARTICLE 18**  
**OVERTIME**

18.1 Employees shall be paid at a rate of one and one-half times the employee's regular hourly rate of pay for all hours worked by the employee in excess of forty (40) hours in one work week.

18.2 The only exception to 18.1 shall be employees working double eight (8) hour shifts back-to-back. They will receive time and one-half for the second eight (8) hours. In the absence of other payment incentives, any employee mandated to work overtime will be paid time and one half on mandated time regardless of pay status.

18.3 Due to the nature of the Employer's operations, the importance of emergencies is recognized and employees shall work additional work in emergencies, as assigned. It will not normally be considered to be an emergency if the Employer is aware of the need more than thirteen (13) hours before the start of the shift.

- a. Prior to mandating overtime, the Employer will seek volunteers to perform additional work. The Employer shall endeavor to distribute equitably available additional work among the volunteers. If no volunteers are found, the following efforts will be made before requiring additional hours:
  - 1. The manager will determine whether employees are available to be reassigned;
  - 2. The manager will seek to have employees agree upon schedule changes;
  - 3. The manager will determine whether qualified Per Diem employees are available;
  - 4. The manager will utilize Agency RNs if available.
- b. If additional work is required, such work shall be distributed as equally as possible among the employees qualified to do the work in reverse order of seniority on a rotating basis. If an employee has been overlooked in the assigning of additional work, the employee's only remedy shall be a preference for working additional work in the future until she/he has worked her/his share of available additional work.
- c. When required, such extra time will
  - 1. be limited to no more than four (4) hours beyond the regular shift hours, and
  - 2. not be assigned to an individual more than three (3) times in a six week schedule.

18.4 Hours worked shall be considered as time worked for purposes of calculating overtime.

18.5 Overtime payments shall not be duplicated or pyramided. The computation of overtime or other premium wages and nothing in this Agreement will be construed as requiring the payment of overtime and/or premium pay more than once for the same hours worked.

18.6 This Article is intended to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

**ARTICLE 19**  
**DISCIPLINE AND DISCHARGE**

19.1 The Employer shall have the right to discharge, suspend or discipline any employee for just cause.

19.2 The Employer will notify the Union President and Chief Steward in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. At the time the employee is sent home for purposes of an investigatory suspension or notified about an investigatory suspension, the Employer will notify the employee of the reason for the investigatory suspension, unless there is a security or legal reason not to so inform the employee. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within seven (7) days of receipt of the notice. Failure of the Employer to provide notice shall not negate the termination, but only cause the Union's time to respond to commence upon receipt of the notification.

19.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and Holidays.

19.4 The employee may request the presence of a Union representative at an investigatory meeting or other meetings likely to result in disciplinary action.

19.5 If the discipline or discharge of an employee is related to a matter involving a patient or family member, and the patient and/or family member does not appear at the arbitration, the absence of such witnesses shall not be considered by the arbitrator.

19.6 A copy of the written disciplinary action or discharge will be provided to the employee at the time that the discipline is implemented. The disciplinary notice shall advise the employee of her/his right to pursue a grievance under the collective bargaining agreement.

19.7 All notices of disciplinary action shall be reviewed with the employee, who shall sign/initial same prior to placement in the personnel file. The employee's signature/initial on a document shall not constitute an admission by the employee but shall signify the employee's acknowledgement of receipt of the document and understanding of the Employer's performance expectations.

19.8 Grievances filed in matters of discharges/terminations shall be filed directly to Step 2 of the grievance procedure.

**ARTICLE 20**  
**MEAL AND REST BREAKS**

**Meal Breaks**

20.1 There shall be one one-half ( $\frac{1}{2}$ ) hour unpaid meal break for the day and evening shifts. In the event that an employee is not able to take an uninterrupted meal break, the employee must notify his/her manager immediately. If such break cannot be rescheduled, the employee shall be paid for the meal period missed.

20.2 The Employer will provide employees on the night shift a paid one-half hour meal break unless patient care needs do not permit. If the employee is unable to take the meal period on the night shift, there shall not be any additional compensation for the missed meal period.

20.3 Meal periods will typically be scheduled during the first six (6) hours of the employee's shift, and may be staggered to meet patient care needs.

**Rest Breaks**

20.4 The Employer will provide employees with one (1) fifteen (15) minute break period for every four hours worked provided that patient care needs permit. RNs are encouraged to take their breaks. If a break is not permitted, there shall be no additional compensation for the missed break time nor shall such break time accrue for use at a later time. Breaks may not be combined with each other or lunch without the express approval of the supervisor.

**ARTICLE 21**  
**COMMITTEE PARTICIPATION**

21.1 Employees in the bargaining unit may participate in interdisciplinary committees as may be established by the Employer. Such committees shall not deal with wages, hours and terms and conditions of employment.

21.2 The parties agree to the establishment of a Nursing Practice Committee.

21.3 The purpose of the committee is to establish a mechanism for constructive discussion and improvement on matters related to professional nursing practice and to improve patient care. This committee shall not deal with wages, hours and terms and conditions of employment.

21.4 The committee shall be composed of at least six (6) staff RN representatives. Each Hospital and specialty area shall be represented. The Union may designate alternates, however, no more than six (6) representatives may attend any meetings, except as mutually agreed by the parties. The Union shall provide the Nursing Executives with a list of regular and alternate committee members.

21.5 Meetings will be held on at least a quarterly basis at a mutually convenient time, and Management will provide release for committee members working at the time of the committee meeting and/or committee members will be granted paid straight time not in excess of two (2) hours in order to attend each meeting. The committee will meet with the Vice President/Nurse Executive and/or her designees.

21.6 A written agenda will be prepared by the nurses and submitted to the Nurse Executives ten (10) calendar days prior to the meeting and may be added to by the Nurse Executives and/or her designee. The final agenda will be distributed to the Committee.

21.7 Minutes of the meeting will be kept and posted on the Employer's internal website.

21.8 Each Union representative and alternate shall serve at least a one (1) year term.

21.9 Labor Management Committee:

- a. The parties agree to continue with the previously established Labor Management Committee on a monthly basis. Up to eight (8) Union participants will be compensated for the time spent in such meetings, not to exceed 2 hours. Time spent in such meetings shall not be considered time worked for purposes of overtime.
- b. A standing subcommittee of the Labor Management Committee shall be Staffing and Scheduling. The subcommittee shall:
  - Address "Staffing Despite Objections" forms previously submitted for the agenda.

- Review data of patient outcomes and satisfaction and nursing indicators. Review HCAHP, Press Ganey and other patient satisfaction results. HCAHP results shall be sent to the Union President monthly.
- Make recommendations based on evaluation of data if necessary.
- c. With respect to staffing and scheduling, the Committee will receive relevant information pertaining to staffing issues. Both parties acknowledge that the information reviewed in these Committee meetings is sensitive and will not be used for any inappropriate purpose. Minutes for each meeting will be maintained.

**ARTICLE 22**  
**HOLIDAYS**

22.1 Employees who are scheduled to work on the holidays listed below shall be paid at the rate of one and one-half the employee's regular hourly rate of pay plus shift differential, if applicable, for all hours worked.

22.2 The actual holidays observed are:

New Year's Day (Winter)  
Memorial Day (Summer)  
Independence Day (Summer)  
Labor Day (Summer)  
Thanksgiving (Winter)  
Christmas (Winter)

In no case will an employee's holiday commitment exceed 50% of the holidays. Holiday pairs shall rotate annually effective January 2 of each year and will be posted by the Employer. See Article 45.11 for Home Care Holiday rotation.

22.3 a. Each regular full-time and part-time employee may be required to work 50% of all holidays. Employees may be required to work one holiday of each pair. Holidays will be paired as follows:

Christmas/New Years  
Thanksgiving/Labor Day  
Independence Day/Memorial Day

b. Employees who work 12 hour shifts and have at least 10 years of bargaining unit seniority shall only be required to work one winter and one summer holiday per year on a rotating basis. Such employees may volunteer to work additional holidays. Before the permanent schedule is final, in units where sufficient staffing exists to allow employees with less than 10 years seniority to work fewer than 50 percent of the holidays, such time off shall be offered in order of seniority for those employees.

22.4 Virtua will schedule employees for regular hours during weeks in which a holiday occurs, and will schedule employees off for holidays, according to the pairings above. Use of PTO for holiday rotation shall be in accordance with Article 47, Scheduling and Availability and Section 22.5 below, except for those departments that are closed.

22.5 During holiday weeks, employees may choose among the following options for compensation. Requests for specific options will be submitted to manager/department head six (6) weeks prior to start of holiday schedule.

a. Employee works regular number of workdays, gets the holiday off, is paid for time worked only, no PTO is paid (meaning PTO hours saved).



- b. Employee works regular number of workdays, gets holiday off, is paid for time worked PLUS PTO hours (meaning pay is higher than regular schedule).
- c. Nurse works 1 less workday, gets holiday off, and is paid for time worked PLUS PTO hours (meaning regular pay).

22.6 When preparing the holiday schedule, the manager may schedule staff to cover a different day during the week of the holiday, to meet unit needs. The opportunity to switch to another day instead of the holiday will be offered to full-time and part-time employees in order of seniority. If no volunteers are found, the switch will be assigned in reverse order of seniority among the employees scheduled.

22.7 In the event that staffing on the day of a holiday/special day (as defined in Article 34) exceeds unit needs (whether determined prior to the holiday, on the holiday before the start of shift or during the shift), employees who are scheduled to work on the holiday/special day will be given the opportunity to volunteer to take the holiday/special day off as follows: First, full time and part time employees scheduled to work that day will be offered time off in the order of seniority. Per Diems shall next be offered off, on a seniority basis. If there are insufficient volunteers, and cancellations are necessary, cancellations shall be in accordance with Article 48.

22.8 An employee who works on a holiday shall be paid holiday premium for all hours worked on the Holiday. An employee will not receive overtime pay in addition to holiday premium pay.

22.9 The scheduling above shall take precedence over all other scheduling including weekends, vacations, etc., i.e., if an employee is assigned to work pursuant to this article, he/she must work even though he/she would otherwise be scheduled off because of vacation or the weekend assignment schedule unless a switch is arranged or coverage is approved.

22.10 If an employee calls out when assigned and/or expected to work pursuant to this Article, the employee may be scheduled for either of the next two (2) holidays listed above at management's discretion.

22.11 Employees hired/transferring into a shift/position will be subject to holiday responsibilities as assigned by the manager in accordance with the rotation above. The Employer will assign holiday responsibilities to newly created positions in accordance with the rotation above.

22.12 For those departments that operate Monday through Friday, a legal holiday falling on Saturdays will be observed on Friday for scheduling purposes. A legal holiday falling on Sunday will be observed on Monday for scheduling purposes.

22.13 For those departments that operate seven (7) days/week, the recognized legal holiday noted above will be observed as the holiday, for scheduling purposes.

22.14 The 24 hour period of the holiday shall begin at 12am of the actual holiday, except that on Christmas and New Year's eves, holiday time for night shift employees shall

commence with the beginning of the shift on the eve of the actual holiday provided the majority of the hours worked extend into the actual holiday.

- a. Employees shall receive holiday premium pay for all hours worked as set forth above. The employee must work the majority of her/his hours on the holiday to satisfy her/his holiday commitment.

22.15 Employees requesting to work more than the required holidays may do so if mutually agreeable between employees and approved by Nursing Administration.

22.16 Subject to management approval, employees scheduled to work on any holidays may trade that holiday with an employee not scheduled to work, if mutually agreeable and as approved by management after the posting of the final schedule. In the event of a switch, the employee who was scheduled to work the holiday shall be credited for having satisfied her/his holiday commitment. In order to qualify for holiday pay as set forth in this Article, the employee must work , if scheduled, within 24 hours preceding or following the holiday.

22.17 The Employer will attempt to schedule as few employees to work on holidays as is feasible. Employees who are reassigned on holidays will receive double the reassignment bonus. Employees assigned to units, which traditionally are closed on holidays, are not required to work on holidays except in their departments.

22.18 Employees who work a winter holiday in excess of their requirement shall be paid double time for each additional winter holiday worked. Employees working due to switching with another employee are not entitled to double time, unless they were otherwise eligible.

**ARTICLE 23**  
**BEREAVEMENT LEAVE**

23.1 Full-time employees who have completed the new hire probationary period are entitled to a maximum of three (3) working days off with pay for bereavement or other purposes related to the death in the event of the death of an immediate family member. Benefit eligible part-time employees shall be entitled to one (1) working day's leave. Immediate family members are defined as the employee's parent/legal guardian, spouse, domestic partner/civil union partner, son, daughter, brother, sister, grandparent, grandchild, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

23.2 Virtua expects employees to request bereavement time coinciding with the recognized period of mourning. However, at the employee's request and with the approval of the Department Director or Unit Manager, the time may be deferred up to thirty (30) calendar days. Bereavement pay shall be paid for the bereavement days that do not necessarily fall in a row or in a pay period. Pay for time lost under this provision shall be on the basis of the employee's scheduled hours.

23.3 Employees may supplement the time provided through the use of available PTO time. Such PTO taken for bereavement as outlined in Section 23.1 shall not constitute an unscheduled or unexcused absence, provided that the employee provides as much notice of the need for such PTO as is possible.

23.4 The facility reserves the right to require evidence of death and/or relationship to the deceased.

**ARTICLE 24**  
**LEAVES OF ABSENCE**

24.1 Employees in the bargaining unit may utilize the Employer's Family/Medical & Military leave of absence policies as specified in the following Virtua policies (which are available on the Virtua VINE). The parties agree that the language referencing specific LOA policies and their revision dates indicates that these policies, as written and revised on the dates indicated, will remain in effect unless mutually agreed in writing to revise, change or alter, or unless amended to reflect changes required by applicable law.

Policy Name	Policy Number	Policy Revision Date
Family Medical Leave & Medical Leave of Absence	LOA - 05-01	December 5, 2014
Personal Leave of Absence	LOA-05-03	December 5, 2014
Military Leave of Absence	LOA-05-02	November 14, 2011

- a. Employees who have successfully completed their probationary period but have not completed one year of service may be eligible for up to 4 weeks of medical leave with job protection. Documentation for such leaves shall be consistent with 24.1 above.

24.2 Personal Leaves of absence shall be subject to the following terms:

- a. The maximum personal leave of absence will be 60 days. Upon written request and approval from management, an additional 30 days may be granted.
- b. Personal leaves may be granted for educational purposes.
- c. The granting of personal leaves of absence shall be within the sole discretion of the Employer.

**ARTICLE 25**  
**TUITION ASSISTANCE**

25.1 Educational assistance will be provided for approved job related or degree related courses for full and part-time employees after completion of their probationary period.

25.2 Applications for Educational Assistance shall be filed in the Human Resources Department and must have approval before a course is taken. Such approval shall not be unreasonably denied.

25.3 Educational Assistance will be paid on a calendar year basis. Educational Assistance will be up to \$4,000 for full-time employees in undergraduate programs and \$5,000 for full-time employees in graduate programs; and \$2000 for part-time employees in undergraduate programs and \$4,000 for part-time employees in graduate programs.

25.4 Educational Assistance will be paid for an approved course at the completion of the course. At the completion of the course, the employee will be required to provide evidence of a passing grade of "C" or better for undergraduate courses and a "B" or better for graduate courses. Should the employee not provide evidence of successful completion or is no longer employed at the completion of the course, the Employer shall have the right to recoup any Educational Assistance.

25.5 Employees may request prepayment of educational assistance subject to completion of the Tuition Assistance Application no later than thirty (30) days prior to course commencement. Payments to employees will not be made more than thirty (30) days before payment to the institution is due.

**ARTICLE 26**  
**EDUCATIONAL & IN-SERVICE TIME**

**Educational/In-Service Time**

26.1 It is the responsibility of each nurse to maintain clinical competence. Each nurse, regardless of status will be provided a minimum of sixteen (16) hours of appropriate educational and/or in-service time each year, as approved and/or assigned by the manager.

26.2 The Employer may designate up to eight (8) hours of this time as self-learning modules, article reviews and in-services to meet the required educational/in-service time.

26.3 Education days may be requested by the employee. Management approval is within the Employer's discretion, based upon staffing, relevance to current position, availability of similar educational offerings, cost-effectiveness of the request, etc.

- a. If approved for an educational day, the employee is expected to
  1. present certificate of attendance/completion;
  2. present in-service on the program to unit;
  3. notify manager, in accordance with standard call-out procedure, if unable to attend the session;
  4. reimburse the Employer for programs scheduled but not attended.

26.4 Failure of the employee to request or to attend educational programs/in-service as assigned/scheduled by the time of the employee's annual review may result in discipline. It is understood, however, that if the Employer fails to permit the employee to attend requested or assigned programs, the foregoing shall not apply. The Employer will endeavor to insure that all employees have the opportunity to attend such educational/in-service programs.

26.5 Employees will be paid at their base rate for the time spent in educational classes/in-service which are approved and/or assigned by the Nurse Manager. These hours will be part of the regular work week and regularly scheduled unless otherwise agreed upon between the employee and the Manager.

26.6 Payment for education/in-service time beyond the required time is at the discretion of the manager, provided such is not unreasonably denied.

26.7 The Employer will provide on-going continuing education on the use of new/specialized equipment prior to utilization.

26.8 In the event that educational requirements of any job title exceed the education/in-service requirements of this Article, it shall be the responsibility of the employee to meet such standards. The Employer will pay for the cost of such program(s) which it requires to maintain the job. If the employee chooses to attend a required program by a provider other than Virtua, the employee shall pay for such program if the same program is offered by Virtua and is available within the renewal period.

26.9 CEU's offered by Virtua Health shall be provided at no cost to the Employees.

**ARTICLE 27**  
**ORIENTATION**

**Orientation**

27.1 The Employer will conduct an eight (8) week orientation program for newly licensed staff nurses, which may include up to four (4) weeks on day shift. The Employer may obtain input from the preceptor and the employee regarding extending orientation. Orientation may be extended at the discretion of the Employer.

27.2 The orientation typically consists of a minimum of four (4) weeks on the day shift, unless waived by the supervisor, with the remainder on the shift for which the employee was hired. During the entire orientation period, the orientee shall be assigned to a preceptor. Orientation may be extended at the discretion of the Employer for up to an additional 12 weeks. To the extent feasible, the orientee will follow the preceptor's planned schedule including weekends.

27.3 Newly hired employees with appropriate clinical experience will be oriented for up to four (4) weeks, with an earlier release at the discretion of the manager.

27.4 The orientation for a newly hired employee with experience shall include at least two (2) weeks on the shift for which the employee was hired, at the manager's discretion. During the orientation period, the orientee shall be assigned a preceptor. Orientation may be extended at the discretion of the manager.

27.5 The orientation for current employees who transfer to a new shift/unit will be determined by the manager.

27.6 Orientation of Per Diem staff shall consist of one (1) day of system orientation, a minimum of three (3) days clinical orientation. Clinical pathways must be included in orientation and must be completed within six (6) months of date of hire. A Per Diem will not be reassigned to a unit until the employee has been oriented to that unit.

27.7 If any employee believes that he/she requires additional orientation, he/she can so request. If no agreement is reached with the Nurse Manager regarding the request for additional orientation, the local Nurse Executive or designee will determine if such additional orientation is appropriate.



**ARTICLE 28**  
**STAFFING**

28.1 The primary function of nursing is to provide quality care to the patient. Employees who believe there are problems may raise them through notification to the appropriate manager.

28.2 Appropriate staffing levels will be based on the New Jersey Hospital Licensing Standards, NJAC, Title 8, Chapter 43G. and shall be within the sole discretion of the Employer.

**ARTICLE 29**  
**SCOPE OF BARGAINING**

29.1 The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices, understandings and agreements not specifically provided for and incorporated in this Agreement. This Agreement thus contains the entire understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically and expressly provided herein. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modifications, must be mutually agreed upon in writing signed by both parties.

**ARTICLE 30**  
**MISCELLANEOUS**

30.1 The Employer shall continue to provide areas for personal items and/or lockers throughout the term of this Agreement.

30.2 The Employer shall continue to provide free parking throughout the term of this Agreement.

30.3 The Employer will continue to provide protective equipment and/or protective clothing as may be required by applicable regulations. It is agreed that the employees shall wear such protective clothing and equipment as required by such regulations.

30.4 The Employer will continue to attempt to make checks available by 7:00 a.m. on the Employer's designated payday. The Employer will continue to make direct deposit available to employees.

30.5 Employees may continue to leave the premises during meal breaks.

30.6 Employees and their dependents may participate in patient service benefits provided to employees in the same manner as provided to all other employees. All RNs hospitalized at any Virtua division will receive free TV and phone services.

30.7 Bargaining unit employees may utilize smoking areas, to the extent available, in the same manner as other employees.

30.8 Bargaining unit employees may utilize the Employer's child care program and shall be eligible for the same discounts as all other employees.

30.9 Bargaining unit employees shall be able to utilize the Employer's cafeteria facilities on the same terms as all other employees. Bargaining unit employees with 25 years of service may participate in the Employer's meal program in the same manner as all other employees.

30.10 The Employer shall maintain an Employee Assistance Program (EAP) throughout the term of the Agreement. Bargaining unit employees may participate in the Employee Assistance Programs, as may be modified from time to time, on the same terms as other employees.

30.11 Bargaining unit employees may participate in employee discount programs made available by area merchants on the same terms as all other employees in the System.

30.12 The Employer shall maintain a flexible spending plan throughout the term of this Agreement. Employees in the bargaining unit may participate on the same terms as all other employees.

30.13 Bargaining unit employees may participate in the Employer's long term disability program on the same terms as all other employees in the System.

**ARTICLE 31**  
**CHEMICALLY DEPENDENT AND IMPAIRED NURSES**

31.1 Employees covered by this Agreement, who have been identified as impaired due to drugs and/or alcohol, will be offered appropriate assistance in accordance with Employer Policy. Each licensed nurse is accountable for monitoring adherence to legally established practice standards and to the improvement of nursing efforts and service to the public. This accountability shall be in accordance with the New Jersey Nurse Practice Act.

31.2 It is the ethical and moral responsibility of each nurse to recognize her/his colleagues' alcohol and/or drug dependence/abuse and to assist them into treatment. The Employer, the Union and the employees will act in a manner that promotes the goals of helping nurses impaired by alcohol and/or drugs and of insuring the safety of patients.

31.3 In the event a colleague declines assistance and/or treatment, it is the ethical, legal and moral responsibility of each nurse to safeguard the health and safety of patients and employees.

31.4 The Employer's policy and procedure on Drug-free Workplace, Drug and Alcohol Testing, Handling the Impaired Worker and Alcohol Rehabilitation, Policies 08-11, shall be applicable to bargaining unit employees.

31.5 Employees returning from rehabilitation may return to work upon receipt of medical clearance, and upon entering into a Return to Work Agreement, which includes initial and subsequent random testing, an after care plan, and ongoing performance of the position and a current license.

**ARTICLE 32**  
**PRECEPTOR PROGRAM**

32.1 The Employer shall continue its practice of utilizing preceptors to orient new employees to their unit assignments. The Employer will make all reasonable efforts to assign the orientee to the preceptors' schedule(s).

32.2 The preceptor shall provide input to the employee's unit manager regarding the new employee's clinical performance. The determination of the employee's completion of orientation shall be the responsibility of the nurse manager.

32.3 Preceptors shall serve on a voluntary basis and will be selected by the Nurse Manager. In order to volunteer the preceptor will successfully complete a preceptor training program.

32.4 The Employer shall continue its practice of utilizing preceptors in the training of students and other care providers in the unit.

32.5 RNs designated as preceptors will be paid an additional \$2.00/hour for time spent while precepting.

**ARTICLE 33**  
**HEALTH AND SAFETY**

33.1 The Employer is responsible for maintaining a healthful and safe work environment. The Employer will make all reasonable efforts to maintain equipment and physical plant in accordance with health and safety regulations. The Union and the employees will cooperate with and assist the Employer in the enforcement of such rules and regulations.

33.2 Infectious Disease: The Employer will keep all staff informed of all new developments in the area of infectious disease and new contagious diseases with a special emphasis on HIV, TB, Hepatitis C, Bio-Terrorism, Ebola and SARS.

- a. The Employer will maintain an infection control monitoring program for employees exposed to infectious diseases through work related activity.
- b. Quarantine pay:
  1. In the event an employee is exposed to a communicable disease while on the job, and is not permitted to work by the Infection Control Practitioner or designee, the employee shall be paid at full salary, including shift differential, throughout the quarantine.
    - a) Quarantine pay will be reduced by the amount of worker's compensation benefits received.
  2. In the event an employee is exposed to a communicable disease not related to employment, and is not permitted to work by the Infection Control Practitioner or designee, the employee shall be paid at full salary throughout the quarantine.
    - a) Quarantine pay will end upon the employee returning to work or contracting the illness, at which time payment is made upon time worked or in accordance with the PTO/EST provisions respectively.
  3. Quarantine pay shall represent the employee's base rate and shift differential, based on regularly scheduled shift.
  4. Time paid on quarantine shall be not considered time worked for payment of overtime.
  5. Quarantine pay is to be charged for the incubation period of the disease to which the employee was exposed, and not the period of the illness itself.
  6. Employees may be required to be examined by Occupational Health prior to return to duty.

33.3 The Employer will provide all protective equipment as required by all applicable rules and regulations.

33.4 The Employer will review security needs on an on going basis and make periodic updates at Virtua/JNESO Labor Management meetings. Management will make every reasonable effort to respond to specific safety and security concerns brought by the Union.

33.5 Upon request, the Employer will provide a safety escort for nurses entering or leaving the Hospital at night (from dusk to dawn). The parties recognize that safety staff may not be immediately available.

33.6 In accordance with the New Jersey Violence Prevention in Health Care Facilities Act and the Safe Patient Handling Act, the Employer shall consult with the Union regarding the appointment of bargaining unit members to the committees required by these laws.

**ARTICLE 34**  
**PTO**

**Eligibility:**

34.1 All regular full-time and part-time employees who are regularly scheduled to work a minimum of 16 hours/pay period are eligible for paid time off (PTO and EST), as indicated in the attached schedule, according to system seniority and status (FT/PT).

34.2 Part-time employees regularly scheduled to work fewer than 16 hours/pay period, Per Diem, and temporary staff are not eligible for PTO.

**Regulations:**

34.3 PTO must be requested in advance of the time off desired, except for unusual circumstances such as emergency or illness.

34.4 Sufficient call-out for unscheduled time off is as follows:

- a. For those starting work between 6:00 am and 8:00 am - 2 hours before start of shift; for all other shifts - 3 hours before start of shift.
- b. The employee shall report off to central staffing, or as required by the reporting-off process specific to the employee's unit.
- c. If and when an employee knows her/his illness will extend more than one shift, she/he will speak with the appropriate Department Head or designee to give the expected duration of absence. When this requirement has been met, no additional calls will be necessary to that Department Head for the duration of that illness, unless the expected duration changes.
- d. Available PTO must be used.
- e. All unscheduled absences, will be used for attendance calculation.

34.5 PTO, if available, is used for the first 24 consecutive scheduled hours of non-work related injury or illness.

34.6 After exhaustion of EST, PTO will be used, to a minimum balance of 40 hours for full-time and 20 hours for part-time, to supplement state temporary disability benefits insurance (TDBI) and/or workers' compensation benefits. EST shall be used first. At the employee's request, the remaining balance of PTO may be used to further supplement TDBI and/or worker's compensation benefits.

- a. Part-time employees' TDBI or workers' compensation benefits may, if requested, be supplemented up to full-time with available EST/PTO, based on hours worked in the previous 12 weeks.

34.7 Prior to the posting of a schedule, the manager may disapprove a request for PTO, based upon patient care needs, staffing requirements, and/or insufficient advance notice.



34.8 Requests submitted after the schedule is posted may be approved based upon the employee obtaining appropriate coverage without utilization of overtime or any bonus payments. Per Diem staffing may be substituted by employees, subject to management approval, as per Article 17.

34.9 PTO will not be considered time worked for purposes of overtime.

34.10 Payment of PTO shall be at the employee's base rate.

34.11 PTO may only be taken when the hours are earned and available.

34.12 Time lost while spent on a short-term military leave shall count as time worked for computation of PTO and seniority. Time spent on a long-term military leave shall count as time worked for computation of system seniority, in accordance with applicable law.

34.13 Time spent on personal, family, medical leave, and/or long-term Military leave shall count as time worked with respect to the seniority requirement which determines the amount of PTO earned per year, but PTO accrual will not occur during such absence.

34.14 Requests for advance payment of PTO must be submitted to payroll on the appropriate form, no less than two (2) weeks prior to the expected date of payment.

**PTO Bank:**

34.15 Employees may carry earned, available PTO from pay period to pay period, and into each new calendar year.

34.16 The accrual of PTO will end when the employee's available PTO is equal to 100% of the annual PTO accrual. Accrual will begin again when available time is reduced through usage and/or sell-back.

34.17 In the event an employee transfers to a non-benefit eligible position, available PTO will be paid to the employee.

**PTO Sellback:**

34.18 Employees may sell back up to 100 hours PTO two times/year, to a maximum of 200 hours sold/year, provided a minimum of 20 hours is maintained in the employee's PTO bank at each sell-back period.

a. PTO may not be sold at other times.

34.19 Payment will be made at 75% of the employee's base rate of pay.

34.20 In the event the time is not available at the time sell-back is to occur, no payment shall be made.

34.21 There should be two (2) PTO sell-back opportunities per calendar year. The program is voluntary, and annual sellback decisions are final. Notwithstanding the above, employees may sell back 100 hours at 100% of their base hourly rate at the sell-back opportunity

in the Spring of 2015 provided a minimum of 20 hours is maintained in the employee's PTO bank.

**PTO Donations:**

34.22 Employees may voluntarily donate a portion of their available PTO time to another employee under the same terms as non-bargaining unit employees.

34.23 Donated PTO hours are transferred by converting the cash value of donated time into hours based upon the receiving employee's current base rate of pay.

34.24 PTO donations shall be irrevocable.

**EST**

34.25 EST is payable for the first day of absence due to hospital admission, same day surgery, and post-operative recovery or following the first 24 consecutive hours of non-work related injury or illness.

34.26 EST is payable for any work-related injury/illness of seven (7) calendar days or less. EST is paid at base rate.

34.27 EST does not count as time worked for purposes of computing overtime.

34.28 EST may be cashed out at 25% value upon retirement provided the employee meets one of the following criteria:

- a. employee resigns/retires from Virtua in good standing and is eligible to commence their Virtua pension benefits, or
- b. employee resigns/retires from Virtua in good standing and at the time of resignation/retirement, the sum of employee's age and length of service equals 70 or greater.

34.29 Employees who terminate with less than one year of service, are discharged or resign in lieu of discharge, or with inadequate notice will be ineligible for terminal PTO pay.

**Terminations:**

34.30 Proper notice shall be no less than three (3) weeks.

34.31 PTO may be used as part of the notice period at the manager's discretion.

**PTO and EST Accrual levels**

34.32 PTO accrues based upon status, length of service and hours worked.

34.33 For full-time and part-time employees regularly scheduled to work at least 16 hours/pay period, EST accrues based upon hours worked.

34.34 Accrual schedule is as follows:

TABLE A

The below PTO and EST Accrual Level chart is applicable to employees hired prior to July 1, 2015.

**PTO and EST Accrual Levels**

<b>Less than 4 years of service</b>	<b>Full-time RNs</b>	<b>Part-time RNs</b>
PTO Accrual	9.538 hours/pp	.1192 hours worked*
To annual maximum of	248 hours	248 hours
PTO bank limit	248 hours	248 hours
 4 or more years of service	 Full-time RNs	 Part-time RNs
PTO Accrual	11.385 hours/pp	.1423 hours worked*
To annual maximum of	296 hours	296 hours
PTO bank limit	296 hours	296 hours
 EST	 EST for all Full-time RNs	 EST for all Part-time RNs
EST accrual/pay	1.54hours/pp	1.54 hours worked*
To annual maximum	40 hours	40 hours

\* Hours worked include regular, education, jury duty, bereavement, call-back, PTO, short-term military leave and EST for worker's compensation.

TABLE B

The below PTO and EST Accrual Level chart is applicable to employees hired on or after July 1, 2015.

**PTO and EST Accrual Levels**

<b>Less than 4 years of service</b>	<b>Full-time RNs</b>	<b>Part-time RNs</b>
PTO Accrual	0.1192 x hours worked (up to 40 in a work week)/pay period	0.1192 x hours worked (up to 40 in a work week)/pay period
To annual maximum of	248 hours	248 hours
PTO bank limit	248 hours	248 hours
<b>4 through 8 years of service</b>	<b>Full-time RNs</b>	<b>Part-time RNs</b>
PTO Accrual	0.1385 x hours worked (up to 40 in a work week)/pay period	0.1385 x hours worked (up to 40 in a work week)/pay period
To annual maximum of	288 hours	288 hours
PTO bank limit	288 hours	288 hours
<b>9 or more years of service</b>	<b>Full-time RNs</b>	<b>Part-time RNs</b>
PTO Accrual	0.1423 x hours worked (up to 40 in a work week)/pay period	0.1423 x hours worked (up to 40 in a work week)/pay period
To annual maximum of	296 hours	296 hours
PTO bank limit	296 hours	296 hours
<b>EST</b>	<b>EST for all Full-time RNs</b>	<b>EST for all Part-time RNs</b>
EST accrual/pay	1.54hours/pp	1.54 hours worked*
To annual maximum	40 hours	40 hours

\*Hours worked include regular, education, jury duty, bereavement, call-back, PTO, short-term military leave and EST for worker's compensation.

**ARTICLE 35**  
**PER DIEM PROGRAM**

35.1 To be eligible for Per Diem RN status, the nurse must have the equivalent minimum of at least one year's full-time work experience in the area in which the nurse will be working. All Per Diem nurses shall be Unit Based, meaning that each nurse shall have a home base in a specific department and be managed by the Director of that department. Per Diem staff are utilized on an as-needed basis.

35.2 Per Diem nurses must submit their availability to meet their minimum requirements for the full 6-week schedule directly to their Department Director. Minimum requirements must be met in their home base departments, and must be met by making themselves available for open shifts, one or two full shifts of which will be weekend time (7:00 a.m. Saturday to 7:00 a.m. Monday), in accordance with the appropriate Level. The weekend requirement will not apply to Per Diems who work in areas which do not work weekends. Such Per Diems must meet their availability requirements on weekdays unless otherwise stated in this Article.

35.3 Level 1 Per Diem nurses must make themselves available each year to work for at least two (2) special days; "special days" for the day shift are defined as: Easter, Mother's Day, Halloween, the day after Thanksgiving, the day before Christmas and the day after Christmas; "special days" for the night shift (starting at 7:00 p.m. of the day of the special day) are defined as: Easter, Mother's Day, Halloween, Thanksgiving and Christmas. Level 2 Per Diem nurses must make themselves available to work one (1) of the above special days, and one (1) winter holiday (Thanksgiving, Christmas or New Years' Day). Per Diem Nurses shall make themselves available on a rotating basis for holidays and/or special days, as applicable. A list of special days and holidays will be posted for each contract year during the first month of the year.

	<b>Level 1</b>	<b>Level 2</b>
Hours	24 hours/6 weeks (Unless approved otherwise by manager, this requirement must be met with two (2) twelve (12) hour shifts, or eight (8) or ten (10) hour shifts if the unit regularly uses such shifts).	108 hours/6 week schedule (Unless approved otherwise by manager, this requirement must be met with nine (9) twelve (12) hour shifts, or eight (8) or ten (10) hour shifts if the unit regularly uses such shifts).
Weekend Note: "Weekend" is defined as 6:45 am Saturday until 7 am Monday	1 full shift 7a.m. Sat. to 7a.m. Mon/6 weeks	2 full shifts 7a.m. Sat to 7a.m. Mon/6 weeks
Holiday and Special Days	2 special days (on a rotating basis)	1 winter holiday on rotating basis (Thanksgiving, Christmas, New Years) and 1 special day on a rotating basis

Movement between Levels must follow the transfer policy in Article 15.

**SPECIAL DAYS**

Day Shift	Night Shift
Easter Mother's Day Halloween day after Thanksgiving day before Christmas day after Christmas	Easter Mother's Day Halloween Thanksgiving Christmas

35.4 Unless canceled by the Employer, Per Diem nurses who fail to meet the minimum requirements described above will be terminated or dropped to a lesser Level (assuming Level availability) at the Employer's discretion. Level 1 Per Diems who do not meet the minimum requirements will be terminated.

35.5 Per Diem staff may sign up for on-call. In Surgical Services, Per Diem staff may be required to take call up to 12 hours of weekend coverage and 16 hours of weekday coverage each six week schedule. CATH Lab and Interventional Radiology nurses may meet their Per Diem Level requirements with on-call time, whether or not they are called into work.

35.6 Per Diem nurses are not benefit eligible, except that Per Diem nurses:

- a. are eligible for statutory benefits;
- b. may be eligible for benefits in accordance with Articles 40 and 41; and
- c. may use accrued EST. Payment for such time will be at the employee's step at the time of transfer to Per Diem status. The rate, but not the step, will be aged to the Agreement in effect at the time of payment.

35.7 Per Diem nurses shall receive the hourly rates as listed in Article 43 of this Agreement.

35.8 Per Diem employees shall receive shift differential for the evening and night shifts. Per Diem nurses are not eligible for the reassignment bonus except as stated in Article 49.2.

35.9 For Surgical Services, CATH Lab and Interventional Radiology the weekend and holiday commitment described above must be achieved by providing availability and scheduling on-call coverage in lieu of the weekend and holiday work commitment. The weekend on-call period shall commence on Saturday at 7 am and conclude on Monday at 7 am. Weekend and holiday on-call shall be for a twenty-four (24) hour period.

35.10

- a. If a Per Diem nurse is scheduled to work on the weekend and calls off, the nurse must make himself/herself available to make up the time on another weekend, within the next calendar quarter.

- b. If a Per Diem nurse is scheduled to work on a special day and calls off, the nurse must make himself/herself available to make up the time on another special day, within the next six months where there is a need.

**ARTICLE 36**  
**SUCCESSORSHIP**

36.1 In the event of the transfer, sale or assignment of the Employer's facility or any portion thereof, the Employer will advise a prospective buyer of the existence of the collective bargaining agreement. Additionally, the Employer agrees that it will notify the Union of such prospective sale or assignment of the business or portion thereof and will negotiate with the Union regarding the effects of the transfer or sale. The Employer's obligations and the status of the purchaser, transferee or assignee of the facility as a successor shall be determined in accordance with applicable law.



**ARTICLE 37**  
**JURY DUTY**

37.1 Employees who are called to serve as a juror will receive their regular pay less their pay as jurors for each work day while on jury duty up to a maximum of five (5) days per year, which shall not include “on call” jury time when the employees are able to be at work, provided that such reimbursement shall only be applicable in the event that the jury service interferes with the employee’s regular scheduled work.

**ARTICLE 38**  
**FLEXIBLE BENEFITS PLAN**

38.1 Employees in the bargaining unit shall continue to be eligible to participate in the Virtua Flexible Benefits Plan (Section 125 Plan) provided that there shall be no material modification of the plan as it applies to bargaining unit employees without agreement between the Employer and the Union except as may be required by applicable law or regulations. It is agreed that Virtua may make minor or technical changes that may be required to insure plan compliance or to comply with legal obligations and will notify the Union accordingly.

**ARTICLE 39**  
**403(b)PLAN**

39.1 Employees in the bargaining unit shall continue to participate in the Virtua 403(b) Plan provided that there shall be no material modification of the plan as it applies to bargaining unit employees without agreement between the Employer and the Union except as may be required by applicable law or regulations. It is agreed that Virtua may make minor or technical changes that may be required to insure plan compliance or to comply with legal obligations and will notify the Union accordingly.

**ARTICLE 40**  
**MEDICAL, DENTAL, PRESCRIPTION & LIFE INSURANCE**

40.1 Virtua shall continue to offer to full and part time employees who work at least thirty-five (35) hours per pay period, medical, dental and prescription insurance benefits under the same terms and conditions (including the same costs of coverage, premium contributions, co-pays and deductibles, and medical waiver credits) as those benefits are provided to non-bargaining unit employees of Virtua. Virtua shall have the right to change, alter and/or amend these benefits (including changing cost of coverage, premium contributions, co-pays and deductibles, plan design, insurance carriers and/or becoming fully or partially self-insured, and making such changes as may be required by applicable law), so long as such changes, alterations and/or amendments apply equally to the employees covered by this Agreement and non-bargaining unit employees of Virtua. Virtua shall have the right to offer more than one option for benefits (for example, a PPO or HMO), and the parties further acknowledge that Virtua shall have the right to add or delete a particular option so long as such additions and/or deletions apply equally to employees covered by this Agreement and to non-bargaining unit employees of Virtua.

For calendar years 2015 and 2016 only, the benefits provided hereunder shall be at least reasonably comparable overall to the benefits currently provided, taking into account the totality of the entire benefit package offered.

For calendar years thereafter, Virtua shall have the right to offer one or more options for benefits, and, for such option(s), the benefits provided at Virtua facilities and within a “preferred network” hereunder shall be at least reasonably comparable overall to the benefits currently provided at Virtua facilities and within a “preferred network” (for purposes of assessing whether the benefits are “reasonably comparable” the number and identity of service providers in the network shall *not* be taken into account). At least one option offered by Virtua shall provide out-of-network benefits, such benefits to be determined in Virtua’s discretion.

40.2 During the term of this Agreement the cost of the employee portion of the premium or premium equivalent for medical and prescription coverage described above, for full time and part time employees, as described in this Agreement, shall increase by no more than 5% per year over the prior year’s most comparable plan. Virtua may require employees at pay grades lower than those covered by this Agreement to contribute less to the premium or premium equivalent.

40.3 The Employer shall continue to provide life insurance benefits to eligible employees covered by this Agreement through the same or substantially equivalent plan(s) as those presently in effect, on the same terms and conditions as such benefits are provided to similarly situated non-management non-bargaining unit employees of Virtua.

40.4 Full and part time employees who work at least thirty-five (35) hours per pay period shall be eligible for medical, dental, prescription and life insurance benefits effective upon the first day of the month following the employee’s date of hire. Full time and part time employees who work at least thirty-five (35) hours per pay period and who transfer from non-benefit eligible positions into benefit eligible positions shall be eligible for medical, dental, prescription and life insurance benefits effective upon the first of the month following the employee’s date of transfer.

40.5 Any employee who is not a “full time” or benefits eligible part time employee under this Agreement but who is defined as “full time” under the Patient Protection and Affordable Care Act, or who is otherwise required by law to be offered health, medical and/or prescription coverage (for example, an employee classified as a “per diem”) shall be offered such coverage, but each such employee shall be responsible for paying 100% of the premium cost (or premium equivalent) of such coverage and each such employee shall not be entitled to receive coverage or benefits as outlined in this Article except as provided in this Section 40.5.

40.6 The Employer shall notify the Union of any changes in the benefits as early as practicable, provided that such notice shall be at least 90 days prior to implementation.

**ARTICLE 41**  
**PENSION PLAN**

41.1 The Employer shall provide employees covered by this Agreement participation in the Multi-employer "Central Pension Fund" of the International Union of Operating Engineers. Such participation shall commence on the first of the month after the employee's successful completion of ninety (90) days of employment. The Employer shall contribute \$2.00 per hour worked by employees covered by this Agreement. This amount will increase to \$2.25 per hour worked effective the first pay period following March 1, 2017.

- a. For purposes of pension contributions, hours paid as RVE1 shall count as one (1) hour paid, as RVE2 shall count as two (2) hours.

41.2 Effective August 31, 2003, employees who participated in the Virtua Pension Equity Plan (the "Plan") and who were covered by the parties' 2003-2006 Agreement ceased (i) earning benefits in the Plan and (ii) accruing additional years of benefit service, and benefits under the Plan frozen, as of August 31, 2003. Such employees were credited with service for vesting purposes under the Plan, if not already vested. However, vesting under the Plan did not accelerate. Any salary increases after August 31, 2003 shall not be included in the benefit calculations under the Plan.

41.3 Based on the Central Pension Fund's representation the Central Pension Fund is meeting minimum funding standards, it is agreed that no additional contributions from the Employer will be required. So long as the Employer makes payment of the contributions agreed to by this Agreement, except as required by law, the Employer shall have no additional liability beyond that specified herein.

41.4 The Employer's Benefits Guide will indicate that employees covered by this Agreement may contact the Union for Central Pension Fund information.

**ARTICLE 42**  
**ON CALL**

42.1 On-call coverage is primarily used for off-shifts, weekend and holiday hours in homecare, radiology, cath lab, VAD and surgical services excluding SPU and Summit. On-call may also be used during regular shifts in any unit on a voluntary basis.

- a. On-call shifts will be no less than 4 hours, as determined by the manager. Schedules/switches among staff for blocks of lesser periods is permitted, if approved by the managers.
- b. On-call needs shall be included in the preliminary and final schedule for each department utilizing on-call.

42.2 Employees who are on-call will have unrestricted movement, provided:

- a. They carry a pager provided by the Employer, or provide a telephone number by which they can be reached; and
- b. The employee remains within 30 minutes of travel time from the hospital.

42.3 On-call pay shall be \$5.00/hour for all employees. Holidays on call will be double the regular on-call rate.

- a. On-call needs that cannot be met with regular full-time, part-time and Per Diem employees will be offered/paid at twice the on-call pay rate. Employees may volunteer for these additional on-call shifts in excess of the on-call requirements of this Agreement. Switching or picking up another employee's minimum requirement shall not qualify for this additional payment.

42.4 a. Call-back: Employees shall receive at least two hours work per call-back, or pay in lieu thereof, not to exceed the total hours of on-call time. Call-back shall be paid at the rate of 1.5 times base rate. Employees shall not be paid for time spent in transit to and from work.

- b. Call response: Employees shall be paid for all time worked responding via phone or electronic medium, in fulfilling on-call responsibilities.

42.5 Employees who are on-call for twenty-four (24) consecutive hours shall receive a total of 32 hours of on-call pay. Employees who are on call for twenty-four hours of consecutive holiday on call will be paid for twenty-four hours of holiday on-call and eight hours of straight on-call pay.

42.6 Assignment of on-call responsibilities:

In the case of units requiring call, with 10 or fewer RNs, RNs who have fulfilled their on-call holiday commitment may volunteer to take additional holiday call at \$20.00 per hour for call on holidays, Christmas Eve (4 pm to 7 am) and New Year's Eve (4 pm to 7 am).

- a. Staff who work in surgical services (except Endo) may be required to take a maximum number of shifts of call for weekdays and weekends. The maximum expectation within a six week schedule will be 36 hours of weekend coverage and 16 hours/week of weekday coverage, and a holiday commitment of one (1) holiday/year. On-call hours will be 7 am to 7 am (24 hours), starting on the day of the actual holiday. On-call requirements and hours in departments other than surgical services (including Endo) shall be determined by department needs.
  1. By mutual agreement, nurses may volunteer for additional call in excess of the above.
  2. On-call hours shall be determined by departmental needs.
  3. For departments with existing on-call patterns that are mutually agreeable, maximum hours on-call may be adjusted and spread over two six-week schedules provided that the average on-call hours may not exceed the maximum agreed to for the two six-week schedules combined.
  4. Weekday on-call shall be considered for the days Monday through Friday, and may run from 3:00pm through 7:30am.
  5. Weekend on-call shall run from 7:00am on Saturday and continue until 7:30am on Monday.
- b. Implementation process:
  1. The home facility call schedule must be completed with that facility's staff prior to allowing staff from another facility to sign up for time and prior to the home facilities staff picking up time at an alternate facility. An individual can only be on-call at one facility at a time.
  2. On-call time signed up for any hospital will count towards an employee's on-call requirement.
  3. Credit for on-call is based upon the employee's availability. There is no guarantee that the employee will receive work while on call.
  4. On-call time will be scheduled using the same 6 week time frame for work schedules with the following time requirements:
    - a) Employees will sign up for on-call assignments no earlier than 6 weeks and no less than 4 weeks prior to the start of the schedule.
    - b) A needs list will be distributed to all hospitals, and Summit no less than 3 weeks prior to the start of the schedule.



- c) When emergency needs arise and remain after requirements are met, employees will be given the opportunity to volunteer to meet the emergency need. In the event coverage is not provided through a voluntary basis, assignment of staff shall be in inverse order of seniority, on a rotational basis. Emergencies shall not include chronic short staffing but shall include call outs and unexpected employee absences (e.g. Leaves, resignation, transfers).
- d) A completed on-call schedule will be posted no less than 2 weeks prior to the start of the schedule.
- e) The department manager of the facility must approve the facility call schedule. Once approved, changes may only occur with the approval of the nurse manager.

c. Competency and Orientation

- 1. Staff must be competent to do all procedures that may occur on-call.
- 2. A facility orientation plan must be completed and documented on all employees who will be taking call in a different hospital.
- 3. When taking call, an employee from outside that hospital will be paired with an employee familiar with that hospital.

42.7 Upon determination of on-call coverage needs for areas other than surgical services, the manager shall:

- a. Seek volunteers
- b. Once accepted, switching and/or sharing on-call responsibilities may be arranged by mutual consent of the involved employees for any length of time, provided that it does not result in additional cost and with the approval of the manager.

- 42.8 a. Employees who work on a call-back or call-in between midnight and 5:00 am (0500), and are scheduled to work the day shift immediately following same, may leave, with pay, from that day shift, providing staffing is sufficient to meet patient care and/or departmental needs. Payment for this early departure is limited to a maximum of four (4) hours. Employees who do not report for work on the day shift immediately following a call-back are ineligible for payment and may be subjected to counseling. This provision is available only on the day immediately following such call-back, and is not accruable. The organization retains the sole right to determine if staffing is sufficient to meet patient care and/or departmental needs. Requests shall not be unreasonably denied.

- b. Employees who work on a call back or call-in between midnight and 5:00 am (0500) and are scheduled to work the day shift immediately following same, may report late, with pay, for that day shift, provided staffing is sufficient to meet patient care and/or departmental needs and authorization per department standards is obtained. Payment for this late arrival is limited to a maximum of four (4) hours. Employees who do not report for work on the day shift immediately following a call-back are ineligible for payment and may be subjected to counseling. This provision is available on the day immediately following such call-back, and is not accruable. The organization retains the sole right to determine if staffing is sufficient to meet patient care and/or department needs. Request shall not be unreasonably denied.

42.9 On-call responsibilities shall be assigned to newly hired/transferred employees upon completion of departmental orientation, including an orientation to on-call responsibilities. Full on-call status shall be assigned after on-call orientation with a preceptor. Prior experience and skills will be considered in determining the appropriate orientation time for employees hired into the department.

42.10 If an employee's regular work assignment extends into his/her on-call shift, the additional time worked shall be paid considered as a call back only if the time worked exceeds 45 minutes, provided the employee is on-call for that time period.

42.11 On-call shall not be scheduled for the same time period during which an employee is scheduled to work.

42.12 The Employer may hire on-call employees for surgical services and the Cath Lab. These employees shall be paid prevailing Per Diem rates and shall not be subject to the Per Diem work requirements.

**ARTICLE 43**  
**WAGES**

43.1 Beginning with the first pay period following February 28, 2015 and the first pay periods following February 28, 2016 and February 28, 2017, each regular full-time and part-time employee will receive an across the board increase of 2.0%, 2.5% and 2.0% in accordance with the following wage scale, based upon credited experience as a nurse.

**Years of Credited  
RN Experience**

	<b>2015</b>	<b>2016</b>	<b>2017</b>
	<b>2.00%</b>	<b>2.50%</b>	<b>2.00%</b>
0	31.58	32.37	33.02
1	32.22	33.03	33.69
2	33.01	33.83	34.51
3	33.69	34.53	35.22
4	34.47	35.33	36.03
5	35.21	36.09	36.81
6	36.12	37.02	37.76
7	37.02	37.94	38.70
8	37.86	38.81	39.59
9	38.66	39.62	40.42
10	39.27	40.25	41.06
11	39.75	40.74	41.56
12	40.01	41.01	41.84
13	40.38	41.39	42.22
14	40.66	41.67	42.51
15	41.21	42.24	43.08
16	41.49	42.53	43.38
17	41.73	42.77	43.63
18	41.92	42.97	43.83
19	42.12	43.17	44.03
20	42.66	43.72	44.60
21	42.98	44.06	44.94
22	43.20	44.28	45.16
23	43.42	44.51	45.40
24	43.63	44.72	45.61
25	44.07	45.18	46.08

43.2 Flight nurses, Care Coordinators, Diabetic Educators, Clinical Educators, Clinical Nurse Specialists, Clinical Resource Coordinators, Prenatal Clinical Care Managers, Infection Control Coordinator, Case Managers and Documentation Coordinators, shall be paid in accordance with the following wage scale.

**Years of Credited  
RN Experience**

	2015	2016	2017
	2.00%	2.50%	2.00%
0	32.36	33.17	33.84
1	33.02	33.84	34.52
2	33.83	34.68	35.37
3	34.55	35.41	36.12
4	35.32	36.21	36.93
5	36.09	36.99	37.73
6	37.01	37.93	38.69
7	37.94	38.89	39.67
8	38.81	39.78	40.58
9	39.61	40.60	41.41
10	40.26	41.27	42.09
11	40.74	41.76	42.59
12	41.01	42.04	42.88
13	41.38	42.42	43.26
14	41.69	42.73	43.58
15	42.23	43.28	44.15
16	42.54	43.61	44.48
17	42.78	43.85	44.73
18	42.96	44.04	44.92
19	43.16	44.24	45.12
20	43.74	44.83	45.73
21	44.05	45.16	46.06
22	44.27	45.37	46.28
23	44.50	45.62	46.53
24	44.72	45.83	46.75
25	45.17	46.29	47.22

43.3 Both the increases in the scale and the employee's length of service increase shall be effective on the dates above.

43.4 The Employer shall have the right to hire RNs up to the rates which reflect their credited experience. The amount of credited experience shall establish the employee's starting level in the wage scale, which shall continue throughout her/his employment.

43.5 Employees shall receive the following differentials:

Evenings: 10% for all hours worked between 3:00 p.m. and 11:30 p.m. provided that the employee has worked at least four (4) hours during that period.

Night: 17% for all hours worked between 11:00 p.m. and 7:30 a.m. provided that the employee has worked at least four (4) hours during that period.

43.6 **Preceptor Pay:** Employees designated as preceptors shall be paid an additional \$2.00/hour for time spent precepting.

43.7 Employees designated as in-charge shall be paid an additional \$1.50/hour for time worked while in charge.

43.8 RN First Assistants (RNFA) shall receive a differential of \$6.00/hour for each hour worked as a RNFA.

43.9 Credited service for purposes of the wage scale shall be recognized as set forth below.

<b>Counts toward credited service</b>	<b>Does not count towards credited service</b>
Acute-care hospital	Occupational Health
Long-term care	Legal Nursing Consultation
Home Care	School Nursing
Per Diem Hospital, long-term care or home care	Physician Office experience
Time at Virtua on approved LOA	Utilization Review
Nursing Management Experience	Time spent not working
Teaching experience (Nursing school)	
Psychiatric nursing	
Case Management	
Paramedic RN	
Flight RN	
International Experience	

43.10 **OR Coverage Bonus.** Regular full-time and part-time nurses in the Operating Room will receive a bonus of \$12.50/hour above their base rate of pay when scheduling and working a 4-hour shift or more above their regularly scheduled hours. In order to be eligible for this bonus, an RN must have worked at least 36-hours in the pay period.

43.11 Critical Shift Bonus (CSB). May be used to address issues of acute vacancies and/or dramatic increase in census. In the event that patient care needs cannot be met with normal staffing methods on a particular unit and shift, the Hospital has the discretion to offer a CSB differential of \$17.50 per hour in addition to the employee's regular compensation rate.

**Eligibility:**

**FT Staff:** Provided these employees have worked his/her standard hours (including scheduled PTO).

**PT Staff:** Provided the employee has worked his/her standard hours in a week (including scheduled PTO) and after at least two shifts a week.

**Per Diem:** Shall be eligible after the employee has worked at least two shifts per week.

FT and PT employees who are cancelled are deemed to have met their scheduled hours.

43.12 Longevity Bonus. In the first pay period following the ratification of this Agreement, and on the anniversary dates in 2016 and 2017, RNs with 25 years or more of Virtua service shall be paid \$1,000 for full-time and \$500 for part-time.

43.13 Per Diem Hourly Rates:

- a. Per Diems who are not Home Care Coordinator Per Diems shall be paid at the following hourly wage rates:

		2015	2016	2017
		1.0%	1.0%	0.0%
Level 1	Weekday	\$43.86	\$44.30	\$44.30
Level 1	Weekend	\$48.96	\$49.45	\$49.45
Level 2	Weekday	\$46.92	\$47.39	\$47.39
Level 2	Weekend	\$53.05	\$53.58	\$53.58

- b. Home Care Coordinator Per Diems shall be paid at the following hourly wage rates:

		2015	2016	2017
			1.0%	0.0%
Weekday		44.28	44.72	44.72
Weekend		46.50	46.97	46.97

43.14 Per Visit Rates: Per Visit nurses shall be paid at the following Per Visit rates:

		2015	2016	2017
		1.00%	1.00%	0.00%
RVE1	Weekday	\$52.89	\$53.42	\$53.42
	Weekend	\$59.12	\$59.71	\$59.71
	Holiday	\$69.99	\$70.69	\$70.69
RVE2	Weekday	\$71.88	\$72.60	\$72.60
	Weekend	\$79.07	\$79.86	\$79.86
	Holiday	\$85.01	\$85.86	\$85.86

43.15 Professional Development Advancement Program (PDAP) Bonuses: The Employer shall implement a Professional Development Advancement Program (PDAP) as described in Attachment B, effective in 2016. Employees who become and remain Level 3 or “RN3” under the PDAP, shall receive an annual bonus of \$3,000.00 for full-time nurses and \$1,500.00 for part-time nurses. Nurses who become and remain Level 4 or “RN4” under the PDAP, shall receive an annual bonus of \$5,000.00 for full-time nurses and \$2,500.00 for part-time nurses.

**ARTICLE 44**  
**SOUTHSTAR**

44.1 Except as otherwise provided in this Article, RNs assigned to Southstar shall be subject to the same terms and conditions of employment as other employees covered by this Agreement.

44.2 The flight nurses are required to maintain appropriate licensure as a registered nurse, and certification to meet regulatory standards and/or requirements in order to maintain a position as a flight nurse. Cost of certification(s)/recertification will be paid for by the Employer whether obtained by examination or CEU's. The employee is responsible for courses and/or CEU's required to maintain the certification.

44.3 Flight nurses may be scheduled to work every other weekend, except by mutual agreement.

44.4 Flight nurses are scheduled to work 7:00 a.m. - 7:00 p.m., or 7:00 p.m. - 7:00 a.m. It is understood that in emergency situations, flight nurses may be required to work up to an additional six (6) hours/calendar week to enable the helicopter to be properly staffed. The Employer will attempt to provide relief as early as is practicable. Prior to requiring such additional work, the Employer will seek volunteers and will distribute the additional work on a rotating basis, in reverse order of seniority. Flight nurses shall not be required to undertake flights within six hours of completion of the last flight on their previous shift unless mutually agreed to by manager and flight nurse.

44.5 Scheduling will be handled independently from the Hospital. The Employer shall implement scheduling and self-scheduling guidelines in accordance with Article 47 of the Agreement and applicable regulations. Employees will be notified of available time and overtime. Employees who do not wish to work overtime during any pay periods in the next schedule shall inform their manager in writing no later than four (4) weeks prior to the posting date of the new schedule. Overtime shall be distributed equitably.

44.6 In the event that the aircraft is out of service, the flight staff may be reassigned within Virtua-WJHS, to another site for flight duty or may be assigned to continuing education.

1. In the event that the flight nurse is temporarily reassigned for flight duty, the Employer will provide transportation or mileage to the relocated site.
2. At the discretion of the Employer, the flight nurse may be scheduled to a clinical or continuing education assignment:
  - a) clinical assignment may result in floating to MICU or MedCom provided appropriate cross training/orientation is given. It is agreed that such floating will not include primary patient assignments in the event that the RN is on flight duty.



Additionally, no regularly scheduled MICU or MedCom staff will be displaced due to floating.

b) Continuing education may be scheduled as designated by management.

3. The employee may also elect to use available PTO time or take the time unpaid.

44.7 The annual physical examination for flight nurses will include a hearing test.

44.8 Per Diem flight nurses will make themselves available for at least five (5) open shifts/per six (6) week schedule, including two (2) weekend shifts. Per Diem flight nurses must make themselves available, on a rotating basis, for at least one (1) summer and one (1) winter holiday. A list of holidays will be posted for each contract year during the first month of the year.

44.9 The Employer will continue to provide three (3) flight uniforms and all other necessary equipment, which shall be maintained in good condition by the flight nurse. Replacements shall be made on an as-needed basis.

44.10 Flight nurses may switch assigned shifts provided there is no overtime incurred, with the approval of the Chief Flight Nurse.

44.11 Per Diem flight nurses shall be paid at the level of Level 1, as described in Article 43.

44.12 In the event that the Employer no longer holds the Southstar contract or Southstar is moved from its present location, upon request of the Union, the Employer will bargain over the effects of such changes. In the event that the Employer no longer holds the Southstar contract, no Southstar employee, who otherwise would be required to repay tuition reimbursement, shall be required to do so if he/she is not offered or does not accept another position with the Employer following loss of the contract.

**ARTICLE 45**  
**HOME HEALTH**

45.1 All home health RNs shall maintain a current RN license, CPR certification, valid driver's license, car insurance and registration as a condition of employment. Employees are required to provide their own automobile. RNs who are required to have an IV certification shall be provided with IV certification training.

- 45.2 a. Employees hired on or before June 12, 2006 who work eight hour days shall be scheduled between the hours of 8:00 a.m. and 5:00 p.m. except as mutually agreed by the Employer and employee. Such employees who work ten-hour days shall be scheduled between the hours of 8:00am and 6:00pm except as mutually agreed by the Employer and employee. Such employees who work twelve-hour days shall be scheduled between the hours of 8:00 a.m. and 8:30 p.m. except as mutually agreed between the Employer and employee. Such employees shall continue to be assigned during these time frames unless a change is agreed upon by the Employer and employee.
- b. Employees hired after June 12, 2006 shall be assigned to work eight, ten, or twelve hour shifts. Such employees who work eight hour shifts shall start between 7:00 a.m. and 1:00 p.m. Ten hour shifts shall start between 7:00a.m. and 12:00 noon. Twelve hour shifts shall start between 7:00a.m. and 10:00a.m. as dictated by patient care needs. Once established, shifts will be maintained unless mutually agreed to change.

45.3 For the visiting staff, hours worked shall commence at the time the employee starts to provide care to the first patient of the day and shall end 8-12 hours later, when the employee concludes providing care to the last patient of the day, excluding time spent on lunch breaks or other breaks from work during the course of the day. In addition, employees shall be compensated for hours worked at the Employer's facility and at home provided that such work is authorized. Employees must obtain approval in advance in order to work overtime.

45.4 Employees who work a weekend schedule shall be scheduled for the same number of days off during the week before or week after the weekend is worked. The Employer will attempt to accommodate employee's request regarding the preferred days off consistent with staffing and patient care.

45.5 Full-time and part-time nurses shall be required to work no more than every fifth weekend. Where patient care needs cannot be met under this schedule, those employees may be assigned to work more often. Volunteers will first be sought to work additional weekends. One scheduled weekend per year may be requested off. Employees who are scheduled to work weekends but call off may be required to make up the weekend shift in the following calendar quarter.

45.6 RNs will self-schedule to meet regularly scheduled days, weekend, holiday and on-call (weekdays, weekends, and holidays) rotation requirements. Such requirements will be rotated equitably. Scheduling process and conflicts will be resolved by seniority with a standing three nurse committee to oversee the process subject to additional applicable provisions of

Article 47. The final schedule is subject to management approval. This nurse committee will be compensated up to a maximum of 2 hours of pay per person per quarter for performance of such duties. Holidays are assigned to a position and will be rotated among staff, not to exceed one (1) per year.

45.7 All field Home care employees shall be compensated in accordance with IRS guidelines for mileage for trips between patient assignments but shall not be paid for the trip to the first patient or the trip home after the last patient in the day. Employees on call will receive payment for all miles traveled including from home and return. On call mileage will not be counted toward the 75 miles set forth in Section 14.

45.8 Employees must synchronize clinical documentation for all RVEs by 8:00 a.m. of the day following the day the patient visit is made, for patients that require a next day visit. All remaining patient documentation will be submitted by 5:00 p.m. of the next calendar day. Employees must submit the remaining paperwork (e.g. day sheets, consent) by 5:00 p.m. on the third calendar day following the day of the visit, excluding weekends and holidays. Specialized training will be offered to all Homecare Nurses whenever the Employer introduces new equipment or new methods of work performance.

45.9 Full and part-time employees may be required to be on call for not more than 12 weekdays per year and not more than 2 weekends per year. The on call rate is described in Article 42.

Weekday on-call hours:

5:00 p.m. to 8:00 a.m.

Weekend on-call hours:

5:00 p.m. Friday to 8:00 a.m. Saturday

5:00 p.m. Saturday to 8:00 a.m. Sunday

5:00 p.m. Sunday to 8:00 a.m. Monday

Holidays on-call hours:

5:00 p.m. to 8:00 a.m.

On weekends in the absence of the supervisor, the primary RN on-call will take calls. Each time an on-call employee is called out she/he shall be guaranteed a minimum of 2 hours pay.

45.10 The Employer shall provide full-time and part-time homecare RNs with voice mail, cell phones, and laptop computers for business use only, except that per visit employees who work 2 or fewer days per week shall be provided with voice mail and such Per Visit employees may be issued lap tops on a shared basis.

Computer maintenance and updates will be performed as needed by Virtua. Repair costs for normal wear and tear is the responsibility of Virtua. Repair costs for the damage of Virtua equipment as a result of deliberate or repeatedly negligent behavior will be the responsibility of the Nurse.

45.11 Full and part-time employees must make themselves available to work one (1) holiday per year. New hires will be assigned a holiday and shall rotate thereafter. Primary on-call will be assigned to full-time employees on a rotating basis.

- 45.12 a. Per Visit Nurses. Per Visit staff must submit availability on a schedule by schedule basis no less than two (2) weeks in advance of posting of the permanent schedule. Per Visit staff are required to be available to make 24 visits within a six week schedule; 12 visits of which must be made on a weekend. To the extent possible, cases will be assigned based on skill level and geographical area. In addition, per visit RNs must be available to work at least one of the following: the day after Thanksgiving, and the days before and after Christmas and New Year's on a rotating basis. There is no obligation on the part of the Employer to provide per visit employees with any minimum number of hours. If a visit is unable to be made (patient not home/not found), the Per Visit RN will be reimbursed one (1) hour at their hourly rate. Hours worked in case management shall be compensated at the employee's hourly rate not to exceed one hour per day, with the manager's approval.
- b. Home Care Coordinators ("HCCs") may be full time, part time or Per Diem. Their scheduling is separate from the regular hospital staff and from the field home care staff. Non Per Diem HCCs' weekend and holiday requirements are varied but in no event will exceed the weekend and holiday requirement applicable to other home care nurses. For Per Diem HCCs' weekend and holiday requirements shall be at the "Level 1 Per Diem" level. See Section 45.18.

45.13 Maternal Child Health home care RNs shall not be floated to any non-MCH areas in accordance with current practice.

45.14 Hourly employees shall be paid in accordance with the wage provisions in Article 43 and shall receive benefits according to their status.

<b>RVE</b>	<b>Time</b>	<b>Description</b>
RVE 1	Approximately 1 hour	Revisit and Discharge In the event a discharge takes more than an hour, an additional RVE may be granted.
RVE 2	Approximately 2 hours	Admission Recertification Patient with significant changes in condition. Complex cases over 1 hour with supervisor approval. Resumption of care. IV case infusion greater than 30 minutes. In the event an OASIS admission or complicated case takes more than 3 hours, an additional RVE may be granted, provided that it meets the appropriate standards and

appropriate supporting documentation is provided.

Hourly employees are required to meet the productivity standards below:

**Productivity Standards**

<b>Hours per day</b>	<b>RVEs required</b>
8	6
10	8
12	9

All Per Visit RNs will have an hourly rate based on years of credited RN experience. This rate will be used for orientation, meetings, education, case management and for time paid for not home/not found patients. Per visit nurses are not benefit eligible, except that per visit nurses:

- a. Are eligible for statutory benefits;
- b. May be eligible for benefits in accordance with Article 41; and
- c. May use accrued EST. Payment for such time will be at the employee's step at the time of transfer to per visit status. The rate, but not the step, will be aged to the Agreement in effect at the time of payment.

Productivity standards for all field staff, except Per Visit staff, shall be decreased by a minimum of one visit for attendance at staff meetings, case conferences, inservices, and mileage in excess of 75 miles per day. Other time not listed may be adjusted with managerial approval.

A total of four hours of paid office time will be given to complete case management prior to or returning from scheduled PTO of 40 hours or more.

45.15 Virtua Home Care will consider safety concerns in making assignments. Upon request from an employee, the Employer will make reasonable effort to provide an escort.

45.16 Per Visit rates are set out in Article 43.

45.17 The triage nurse will be paid on-call in accordance with Article 41 for being on-call and will be paid at her/his base rate for the greater of 30 minutes or time worked for each case handled.

45.18 Per Diem Home Care Coordinators shall be paid a per diem rate of \$44.28 per hour for weekday work and \$46.50 per hour for weekend work and shall be required to make themselves available at the "Level 1 Per Diem" level described in Section 35.3 of this Agreement. Per Diem Home Care Coordinators' hourly rate shall increase by 1% effective the first pay period after February 28, 2016.

**ARTICLE 46**  
**SUMMIT**

- 46.1     a.     Summit employees shall work staggered 8, 9 or 10 hour shifts, commencing between 6:00 a.m. and 12:00 noon, or four (4) hour shifts beginning between 6:00 a.m. and 4:00 p.m., in the Employer's discretion. No shift scheduled for longer than eight (8) hours shall begin after 10:00 a.m. The four (4) hour shifts may be offered through a "needs" list.
- b.     All full-time and part-time employees of Summit, as of February 28, 2009, may elect to remain in 8, 9 or 10 hour shifts beginning between 6:00 a.m. and 10:00 a.m., so long as they remain with Summit.
- c.     All Summit employees shall receive a bonus of \$10 per hour (in addition to their applicable rates) for all hours worked beyond their regularly scheduled shifts. PACU employees shall be designated/scheduled to work late in order to insure appropriate patient care. This late assignment shall be rotated on an equitable basis not to exceed one time per week.

46.2     Scheduling will be handled independently from scheduling for the Hospital.

46.3     Summit does not currently maintain weekend, holiday or on-call requirements. The Employer will provide two (2) months advance notice and discuss any changes with respect to these requirements with the Union before implementing any such requirements.

46.4     A nurse may be reassigned within Summit, at the Employer's discretion, when such reassignment is within the nurse's clinical competencies and the reassignment is within the following Pathways. No reassignment bonus shall be payable for such reassignments.

HOME BASE	TO	ASSIGNMENT
ENDO	Pre-OP PACU 1 PACU 2 OR	OR - ENDO cases and/or monitoring assignments only
Pre-OP	PACU 2 PACU 1 ENDO	
PACU 1	PACU 2 ENDO Pre-OP OR	OR - Monitoring assignment only
PACU 2	PACU 1 ENDO Pre-OP OR	OR - Monitoring assignment only
OR	ENDO	Actual procedures

ENDO volunteers to the OR for other than ENDO cases will receive a reassignment bonus.



**ARTICLE 47**  
**SCHEDULING AND AVAILABILITY**

47.1 Scheduling Procedure:

- a. The Hospital will post a six (6) week preliminary schedule five (5) weeks before the start of the schedule indicating the staffing for full and part-time RNs. Requests for PTO must be submitted in writing to the manager/supervisor on the approved request form no sooner than twenty four (24) weeks and no later than six (6) weeks prior to the start of the next schedule, except for the months of June, July, August and September. Requests will be responded to in writing within fourteen (14) days.
- b.
  1. PTO requests for the peak vacation period of June 15<sup>th</sup> through September 15<sup>th</sup> shall be submitted in writing, by January 31<sup>st</sup>, and be responded to by March 1<sup>st</sup>. Requested PTO for the peak vacation period of June 15 through September 15 may not exceed the employee's cumulative total of scheduled hours per pay period (maximum of two work weeks, as defined in Section 17.1). Employees requesting two (2) work weeks must indicate their first and second choice weeks. Approval shall be granted, by seniority preference, for one week in an effort to grant as many employees in the unit as possible at least one work week off during the peak vacation period. Management will then consider requests for a second work week, again in seniority order. In the event of a conflict among employees on first or second choice weeks, management will communicate with the employees involved. Requests for individual PTO days during the peak vacation period will be considered thereafter. PTO requests are subject to management approval. Both the Employer and the Union urge employees to work toward an equitable distribution of PTO time within each unit during the peak vacation period.
  2. All other vacation (PTO) requests including the peak vacation period from June 15<sup>th</sup> through September 15<sup>th</sup>, received after January 31<sup>st</sup>, shall be addressed on a "first-come, first-served" basis, and need not be on a work week basis.
  3. Requests received from multiple nurses at the same time, for the same time, will be approved on a seniority basis.
  4. Approved PTO requests are not subject to change by subsequent requests submitted by more senior nurses, when specifically related to above dates.
  5. Approved PTO (vacation) may include a normal weekend on and shall not change or interrupt the weekend off/on method. If requested, managers will provide coverage for employees who work every other weekend for up to four (4) weekend shifts per year. If requested, managers will provide coverage for employees who work every third weekend for up to two (2) weekend shifts



per year. Employees may request additional weekend shifts off provided they find their own coverage as long as such coverage doesn't incur additional overtime and/or bonus costs.

6. Previously approved vacation (PTO) for transfers may be honored by the new manager provided no bargaining unit member in the new unit has requested and been denied that specific time period off. New hire vacation approval would be handled the same way.
  7. PTO requests for special family events occurring outside of the peak vacation period may be submitted up to 1 year in advance of the requested date(s) off. Such requests will be considered without regard to seniority. The Employer will respond to such requests as promptly as possible, but in no case longer than 30 days.
  8. Peak vacation period PTO requests in blocks of one (1) work week will take precedence over, but not preclude, single day requests on a case by case basis and will not be unreasonably denied.
- c. The Employer will post a chart in each unit and the staffing office indicating the dates on which the schedules begin and the latest date PTO can be requested for each schedule.
  - d. Once the preliminary schedule has been posted, additional requests for switches and/or PTO will be submitted in writing on the approved Hospital form to the immediate manager/supervisor. Requests shall not be unreasonably denied and responses will be in writing. The preliminary schedule will remain posted for seven (7) calendar days. Full-time and part-time employees and weekend staff may sign up for up to thirty-six (36)/forty (40) hours per week (based on a unit's full shifts) at this time. The preliminary schedule will remain posted for an additional seven (7) days to allow Per Diem nurses to sign up for available shifts. Shifts shall be awarded by Level (with Level 2 receiving first preference, Level 1 second preference) until required Level hours are met. In the event there are insufficient hours for all nurses within a Level to receive their required hours, the hours will be distributed as equitably as possible. Thereafter, nurses may sign up for additional hours on a first come, first serve basis. Note that preference at any stage of scheduling shall be given to employees signing up for full shifts which do not require the payment of overtime.
  - e. The preliminary schedule will indicate staffing needs.
  - f. At least 50% of the RN staff (including unit based Level 2 and Level 1 Per Diems) on the schedule on any day and shift must be regular unit staff unless otherwise approved by the manager.

- g. After the fourteenth (14<sup>th</sup>) day of posting, the manager will remove the preliminary schedule, and will have ten (10) days to finalize and post the permanent schedule.
- h. Once the permanent schedule is posted, coverage for additional time off will be the responsibility of the employee. Such coverage is subject to approval by the manager/supervisor with the understanding that such coverage shall not incur overtime expense. Such approval shall not be unreasonably denied and requests for additional time off shall be answered promptly. A Per Diem or part-time employee can be used for such coverage and such a request will not be denied on the basis of a “need” on another day elsewhere on the schedule, provided the Per Diem has otherwise met his/her Level commitment and no overtime is incurred.

## 47.2

## Coverage of Open Shifts:

- a. Needs are defined as uncovered shifts on the permanent schedule. Switches are defined as two employees on the same schedule exchanging shifts without the need to use PTO. Coverage is defined as an employee who takes PTO and arranges for another employee to work their shift with the approval of her/his manager.
- b. The needs list will be posted on the unit and in the staffing/nursing office at the same time the permanent schedule is posted for full and part-time RNs.
- c. All full-time, part-time and unit based Per Diem RNs interested in working additional hours will sign up on the needs list at this time.
- d. The needs list will be reviewed by the manager/staffing analyst at least three (3) times per week. Approval regarding the assignment of time will be noted on the needs list by the manager or staffing analyst. Note that preference shall be given to employees signing up for full shifts which do not require the payment of overtime.
- e. Requests to fill uncovered shifts will be approved in the following order of preference:
  - Part-time to 40 hours or full-time to 40 hours in a work week
  - Per Diems up to 40 hours in a work week
  - Full-time, part-time and Per Diem staff who would be working in excess of forty hours in a work week
  - Full-time, part-time and Per Diem staff working in excess of forty hours in a work week with bonus
  - Agency
- f. Requests for additional shifts to displace agency RNs will be granted provided such requests are made at least 24 hours before the shift is scheduled to commence and the nurse is willing to cover the entire agency

RN's commitment. If a request is made fewer than 24 hours prior to the commencement of the shift, granting of the requested time shall be within the discretion of the manager. The notification must be received in the Staffing office at least twenty-four hours prior to the start of the shift in order to allow time to cancel an agency nurse.

- g. All scheduled shifts posted on the final schedule will be considered a commitment subject to the provisions regarding reassignment and cancellation.
- h. Late switches between staff or sign-ups may be approved by the Administrative Supervisor in the absence of the manager as long as it does not incur overtime or other incremental costs. Such switches shall not be unreasonably denied, and the Administrative Supervisor will respond promptly to such requests.
- i. Employees interested in working in other hospitals or facilities covered by the Agreement will notify their manager/supervisor or staffing analyst in the nursing/staffing office.

#### 47.3 Self-Scheduling Guidelines

- a. JNESO and the Employer recognize that self-scheduling is a popular option and successfully used in many clinical areas, therefore agree to apply the following basic self-scheduling guidelines:
  - 1. The blank preliminary schedule will be posted for sign-up by the nursing staff based on the parameters set forth in Article 47.
  - 2. This schedule will have assigned weekends, holidays and approved PTO filled in by the manager/scheduling coordinator. The preliminary schedule will remain on the unit for the time period specified in Article 47. Full and part-time RNs will sign up during this time period, according to the staffing guidelines established by the manager. Thereafter the procedure set forth in Article 47 will be followed.
  - 3. The manager retains the right to adjust schedule to insure proper staffing as provided for in N.J.A.C. Title 8, Chapter 43G. The manager will be responsible for making changes to resolve scheduling conflicts and staffing inequities as well as filling staffing needs, after all employees, including Per Diems, have provided their availability.
  - 4. Employees may indicate availability for partial shifts. Priority will be given to those individuals willing to cover the entire shift.

**ARTICLE 48**  
**CANCELLATIONS**

48.1 If excess staffing exists on a particular unit, shift or facility, the manager/supervisor shall determine whether there is a staffing need on that shift and comparable unit within that facility.

48.2 The employee will be contacted at the employee's home at least one and a half hours before the scheduled shift. If such needs exist and the employee is competent and has been acclimated to the unit, the employee will be reassigned to the unit where the need exists. Full-time and part-time employees shall be reassigned to displace agency, Per Diem and employees on overtime in said unit or on comparable units in their facility.

48.3 In the event that the employee has not successfully completed the skills checklist and/or has not been acclimated to the unit where the need exists, the employee may utilize PTO if available, may take the shift as unpaid time or utilize the procedure in Section 48.5. Employees may request and/or may be directed to be acclimated in comparable units consistent with the provisions of Article 49, Reassignment. The Employer will provide appropriate acclimation to comparable areas.

48.4 Consistent with operational and patient care needs, the following order of priority shall be followed for cancellation when reassignment to another unit is not possible:

- a. Volunteers
- b. Agency
- c. Employees working/scheduled at any overtime rate with bonus
- d. Employees working/scheduled at an overtime rate
- e. Employees working/scheduled shifts with bonus pay (e.g., critical shift)
- f. Per Diem employees
- g. Part-time employees working/scheduled above their committed hours
- h. Full-time and Part-time employees

48.5 An employee who has been canceled may, by mutual agreement, be placed on call of the shift and if so designated, will be paid the applicable on-call rate for the hours on call. In the event that an employee is called into work from an on-call status, the employee will be paid at a rate of time and one-half for the hours worked. In the event that the Employer fails to call the employee's home as set forth in Section 48.2 above and the employee is canceled upon arrival at work, the employee will be paid for two (2) hours.

48.6 Cancellations of full-time and part-time employees under Section 48.4 above shall be done on the basis of unit seniority on a rotating basis, the most junior employee first. A log will be maintained on the unit for tracking the cancellations.

48.7 Once an employee has been given report, she/he cannot be canceled except by mutual agreement between the employee and the manager provided that Per Diem employees may be cancelled at any time after four (4) hours.

48.8 Pursuant to 48.4 above, whether employees are working/scheduled at an overtime rate shall be determined on a work week basis, and whether part-time employees are working/scheduled above their committed hours shall be determined on a pay period basis. For example, a part-time employee who normally works three shifts per pay period will be considered to be working above his/her committed hours if the employee, in that pay period, is scheduled for more than three shifts. The employee may be cancelled pursuant to Section 48.4(g) above, until the employee is scheduled for only his/her normal three shifts.

**ARTICLE 49**  
**REASSIGNMENT AND PATHWAYS**

49.1 Reassignment is defined as the assignment of an employee to a patient care unit other than the one which she/he is normally assigned. The Hospital and the Union recognize that nurses may or may not have the training and/or the experience to work in certain clinical areas of practice. Nurses without appropriate training and/or experience shall not be reassigned to such areas.

49.2 The manager will reassign full-time and part-time employees as infrequently as possible. A reassignment list will be maintained and any voluntary (in or out of the pathway) or involuntary reassignment will count in the reassignment rotation. Before reassigning such employees, the manager will seek volunteers. Full-time and part-time nurses who are reassigned shall be provided \$3.00 per hour for hours worked during such reassignment. Per Diem nurses will only receive the reassignment bonus in the event the nurse is reassigned more than two (2) hours into their shift. If there are no volunteers or an insufficient number of volunteers, Agency nurses shall be reassigned first, then Per Diem nurses. If reassignment is still necessary, reassignment of full and part-time nurses will be implemented in accordance with the reassignment list maintained on the unit.

49.3 The manager will exert his/her best efforts not to put nurses who are reassigned in charge.

See Attachment (A) for reassignment pathways.

**ARTICLE 50**  
**NURSING PRACTICES**

50.1 The primary function of nursing is to provide quality care of the patient based on nursing assessment and evidence-based nursing practice.

50.2 Utilization of Registered Nurses will reflect the professional nature of Registered Nurses.

**ARTICLE 51**  
**CERTIFICATIONS**

51.1 A bonus will be paid yearly during Nurses Week in May for RNs certified in their area of specialty. The employee must be currently working in the area of certification and will be paid for only one certification per year. In order to be eligible for the bonus, by April 1 of each year an employee seeking the bonus must submit to his/her Nursing Director written proof of the employee's current certification(s).

51.2 The bonus payment shall be \$1,000.00 for full-time and \$500.00 for part-time and Per Diem employees during the term of the Agreement. Nurses receiving the PDAP RN3 or RN4 bonus shall not receive this additional bonus.

51.3 Tuition reimbursement will apply for approved courses (not offered by Virtua) taken in preparation for certification or re-certification. Tuition reimbursement may also be used for the cost of the test for certification or re-certification, or for the re-certification registration fee. The above payments will be made only upon proof of successful completion of the test or issuance of certification or re-certification.

51.4 All ANCC certifications in addition to the listed certifications are approved for bonus payment.

<b>TITLE/ CERTIFICATION</b>	<b>CERTIFICATION INITIALS</b>	<b>CREDENTIALING ORGANIZATION</b>
Medical - Surgical	RNC	American Nursing Credentialing Center (ANCC)
Home Health Nurse	RNC	American Nursing Credentialing Center (ANCC)
Pediatric Nurse	RNC CPN	American Nursing Credentialing Center (ANCC) Pediatric Nursing Certification Board (PNCB)
Perinatal Nurse	RNC	American Nursing Credentialing Center (ANCC)
Nursing Case Management	RNC, CCM, or ACCM	American Nursing Credentialing Center (ANCC)
Gerontological Nurse	RNC	American Nursing Credentialing Center (ANCC)
Critical Care Nurse	CCRN	American Association of Critical Care Nurses
Oncology Certified Nurse	OCN	Oncology Nurses Association
Certified Emergency Nurse	CEN	Emergency Nurses Association (ENA)
Certified Diabetic Educator	CDE	American Diabetes Association (ADA)
Certified Flight Registered Nurse	CFRN	Board of Certification of Emergency Nurses



Certified Registered Nurse in Infusion	CRNI	Intravenous Nurses Society (INS)
Certified Infection Control Practitioner	CICP	Association for Professionals in Infection Control (APIC)
Certified Post Anesthesia Nurse (PACU)	CPAN	American Board of Per-Anesthesia Nursing Certification (ABPANC)
Certified Ambulatory Peri Anesthesia Nurse (SDS)	CAPA	American Board of Peri-Anesthesia Nursing Certification (ABPANC)
Certified Nurse OR (OR)	CNOR	Certified Board of Perioperative Nursing, Inc.
Certified Registered Nurse First Assistant	CRNFA	Certified Board of Perioperative Nursing, Inc.
Certified Gastroenterology Registered Nurse (ENDO)	CGRN	Society of Gastrointestinal Nurses & Assistants (SGNA)
Certified Professional in Healthcare Quality (Case Management)	CPHQ	Healthcare Quality Certification Board
Certified in Wound, Ostomy & Continence Nursing	CWON	Wound, Ostomy & Continence Nurses Society
Adult Psychiatric and Mental Health Nursing	RNC	American Nursing Credentialing Center (ANCC)
Adolescent Psychiatric Mental Health Nursing	RNC	American Nursing Credentialing Center (ANCC)
Community Health Nursing	RNC	American Nursing Credentialing Center (ANCC)
Cardiac and Vascular Nurse	RNC	American Nursing Credentialing Center (ANCC)
General Nursing Practice	RNC	American Nursing Credentialing Center (ANCC)
Nursing Professional Development	RNC	American Nursing Credentialing Center (ANCC)
Psychiatric and Mental Health	RNC	American Nursing Credentialing Center (ANCC)
Ambulatory Care Nursing	RNC	American Nursing Credentialing Center (ANCC)
In-Patient Obstetrics	RNC	American Nursing Credentialing Center (ANCC)
Pediatric Critical Care	CCRN	American Association of Critical Care Nurses
Orthopedic Nurse	ONC	National Association of Orthopedic Nurses (NAON)
Lactation Consultant	ILBLC	
Neonatal Intensive Care Nursing	CCRN	American Association of Critical Care Nurses

51.5 Additional certifications may be recognized and added to this list by mutual agreement between the Union and the Employer.

**ARTICLE 52**  
**CASE MANAGEMENT**

52.1 Case managers generally work eight (8) hour shifts between the hours of 7:30 a.m. and 5:00 p.m., unless mutually agreed upon otherwise.

52.2 Case managers are regularly scheduled Monday through Friday, except as noted below.

52.3 The weekend commitment for case managers will be scheduled on a quarterly basis, based on initial seniority preference, and rotated equitably thereafter, unless mutually agreed upon otherwise.

- a. Case managers may be scheduled up to two weekend shifts every three weeks.
- b. Case managers will not regularly be scheduled more than five (5) workdays in any week (Sunday through Saturday).

52.4 On-call rates and response payments shall be paid consistent with Article 42. On-call may only be used to cover weekend and holiday shifts where “in facility” work may not be required. When taking on-call, case managers will be provided with a cell phone.

52.5 Holiday commitments, if any, shall not exceed one (1) holiday per calendar year. Holidays will be scheduled based on operational needs and initial seniority preferences, and rotated equitably thereafter, unless mutually agreed upon otherwise. The Employer will make every effort to schedule as few case managers as needed on holidays.

**ARTICLE 53**  
**CONTRACT PRINTING**

53.1 The cost of printing the collective bargaining agreement shall be shared equally by the Hospital and the Union.

- a. The front cover of the contract shall include both Virtua's and the Union's logos.

53.2 An adequate supply shall be printed and distributed.

53.3 The Union will provide the Hospital with as many copies that may be requested during the term of this Agreement, not to exceed one-third of the total printed.

**ARTICLE 54**  
**SALARIED ON-CALL**

54.1 Salaried on-call positions are used to provide on-call coverage and payment in a manner different than terms established elsewhere in this Agreement.

54.2 Employees in such positions shall be paid 40 hours base pay for 48 hours of on-call coverage on a salaried basis. Such salary shall cover the on-call time and all hours worked up to forty (40) hours. Hours worked beyond forty (40) per week shall be paid at the applicable overtime rate.

54.3 Shifts worked in addition to the 48 hours of on-call shall be paid at the employee's regular hourly rate. Shift Differential for additional shifts shall be paid in accordance with Article 43, Wages.

54.4 Additional voluntary on-call will be paid in accordance with Article 42, On-call.

54.5 Overtime for hours worked in excess of forty (40) hours per week shall be paid in accordance with Article 18.

54.6 Employees in these positions will be subject to the same holiday commitment as other employees within their unit.

54.7 Employees in such positions will be considered full-time employees under the terms of this Agreement for benefit purposes.

**ARTICLE 55**  
**SEPARABILITY**

55.1 It is understood and agreed by the parties that if any part of the provisions of the Agreement or the application therefore shall be held invalid as a matter of law, the remainder of this Agreement or the application shall not be affected thereby.

**ARTICLE 56**  
**INTERNSHIP PROGRAM**

The Employer may establish internships programs to provide training in specialty areas. All intern positions shall be posted for at least seven (7) days, and offered to bargaining unit employees before being offered to non-bargaining unit employees. Selection of the bargaining unit employees shall be made on the basis of qualification and experience. In the event there are two or more bargaining unit employees equally qualified for the internship, bargaining unit seniority will prevail in the selection.

Upon bidding for the internship program, the employee shall receive an internship application packet, which shall include a written outline of the program, including an outline for successful completion, an evaluation form and job description. Such packet will also include an application for internship, which will specify any employment commitment following the completion of the internship, and reimbursement commitment and cost in the event the employee does not complete the internship program and/or employment commitment. A copy of the internship application packet shall be provided to the Union. The name(s) of selected interns shall be forwarded to the Union in a reasonable time. Upon acceptance into the internship, the employee shall receive clinical training/orientation of up to six months duration. In the event that the employee does not successfully complete the internship, she/he can return to his/her former position, if available. If the former position is not available, the employee may choose to apply for other available positions. The employees shall have the first preference for the former position when it next becomes available for a period of up to one year, provided she/he expresses interest through the bidding process of the Employer.

**ARTICLE 57**  
**DURATION OF AGREEMENT**

57.1 This Agreement shall be effective from March 1, 2015 and shall continue in full force and effect through 7:00 a.m. of February 28, 2018 and continue from year to year thereafter unless or until either party serves notice, in writing, at least ninety (90) days prior to the expiration of the original expiration date or any subsequent anniversary of the original expiration date of a desire to change, modify or terminate this Agreement. In the event either party serves notice with respect to changes in or modification or termination of this Agreement, it is agreed that the parties shall begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date, subject, however, to the right of either party to terminate the entire Agreement upon at least ten (10) days prior written notice to the other party.

JNESO - District Council 1, IUOE

Virtua Health Inc.

Barton V. Jones  
Jennyln Schmitt  
Reg Ward  
Carol Muller  
Sharon Miller  
Robert W. Pease  
Patricia B. Baurin  
Valerie Clarynch  
Angela C. Healy  
Phil D. Rain

L. L. Jordan  
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\_\_\_\_\_

Date: 4-23-2015

Date: 4/23/2015



## **SIDE LETTERS**

### **SIDE LETTER ONE - RECOGNITION & NON-SUPERVISORY STATUS**

Virtua agrees that during the term of this Side Letter of Agreement, it shall not assert or challenge the supervisor or non-supervisor status, as defined in Section 2 (11) of the National Labor Relations Act, of any bargaining unit employees, including nurses who function in the role of charge nurse whether on a temporary or permanent basis. The bargaining unit employees shall not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively recommend such actions or to exercise independent judgment in any such regard unless the exercise of the foregoing is routine or clerical in nature. The foregoing shall not preclude bargaining unit nurses from performing any duties which they presently perform.

The parties agree that this Side Letter of Agreement shall expire as of February 28, 2018 and is solely an agreement to postpone the exercise of any rights the Employer may have or which might be created, for the term of this Side Letter only.

**SIDE LETTER TWO – HOLIDAY WORK GROUP**

The parties agree to the formation of a work group which will meet as mutually agreed upon for the purpose of considering and resolving Union concerns regarding the scheduling of time off on holidays.

**ATTACHMENT A**

<b>HOME BASE</b>	<b>TO</b>	<b>ASSIGNMENT</b>
PEDIATRICS and PICU	NICU-Intermediate Care	Intermediate care only PEDS RNs must be cross trained and competent to care for PICU patients
	PEDS E.D. if cross trained	Full assignment
NICU	Mother/Baby	Newborn admission process
	Pediatrics	For children 5 years of age or younger
LABOR & DELIVERY	High Risk OB	Ante partum, post partum magnesium sulfate, cervical ripening, early labor  Full assignment, if cross trained
HIGH RISK OB	Labor & Delivery	High Risk OB Vag. Delivery recovery. Admission of cesarean section inductions, early labor patient. Care of early labor patient without epidural. Post partum magnesium sulfate drip. Full assignment, if cross trained. OB Triage
HROB	Mother-Baby	For NICU moms
MOTHER/ BABY	Mother/Baby	Full assignment
	High Risk OB	Post partum couplets
ANTENATAL TESTING	None	None
CENTER FOR WOMEN	None	None
MED/SURG	Med/Surg	Full assignment
	Telemetry	Full assignment based on IV guidelines of home based unit, patient complexity
	Observation Unit	Full assignment Med/Surg or Telemetry patients only

	Hold patients	Full assignment Med/Surg patients only
TELEMETRY	Observation Unit	Med/Surg or Telemetry patients
	Med/Surg	Full assignment
	Hold Patients	Med/Surg or Telemetry patients
PCU	Observation Unit	PCU level of care. ICU based on IV guidelines of home based unit
	ICU	Assignment based on IV guidelines of home based unit, patient complexity, no invasive monitoring responsibilities, will not have Code Beeper responsibility
	Interventional Radiology	Conscious sedation monitoring only.
	Emergency Department (if cross trained in EDIS System)	Assignment will not include care of pediatric, neonatal, OB patients, rape victims. Assignment based on IV guidelines, of home based unit, patient complexity, no invasive monitoring responsibilities, will not have Code Beeper responsibility.
	Hold Patients	PCU level of care. ICU based on IV guidelines of home based unit.
ICU	PCU	Full assignment
	Emergency Department (if cross trained in EDIS System)	Assignment will not include care of pediatric, neonatal, OB patients, rape victims
	Interventional Radiology	Conscious sedation monitoring only
	Hold Patients	ICU and PCU level of care
Peds Emergency	Pediatrics	Full Assignment if cross trained

Emergency Department	Hold Patients Peds Emergency	Full assignment
	Interventional Radiology	Conscious sedation monitoring only
Observation Unit	Med/Surg & Telemetry	Full assignment
Infusion Unit	Radiation Oncology	Full assignment for patient assessment
Cath Lab	SPU	Full assignment
	Interventional Radiology	Full assignment
VAD	None	None
PACU	SPU	Full assignment
	Endo	Conscious sedation monitoring only
	Interventional Radiology	Conscious sedation monitoring only
	Pain and Spine	Full assignment
ENDO	SPU	Full assignment
	Interventional Radiology	Conscious sedation monitoring only
	PAT	Full assignment
	PACU	Post-op med/surg and telemetry
	Pain and Spine	Full assignment
SPU	PAT	Full assignment
	Pain and Spine	Full assignment
Interventional Radiology	Endo	Conscious sedation monitoring only
	PACU	Med/Surg and telemetry only
	SPU	Full assignment
	Cath Lab	Pre & post procedures
	Pain and Spine	Conscious sedation monitoring only

Radiation Oncology	None	None
PAT	None	None
OR	None	None
SOUTHSTAR	Per 44.6	Per 44.6
MEDCOM	None	None
Pain and Spine	Endo	Full assignment
	PACU	Full assignment
	SPU	Full assignment
	Interventional Radiology	Conscious sedation monitoring only

**NOTE:**

- RN will not be reassigned until after successful completion of clinical orientation to home base unit unless she/he volunteers.
- Reassigned RN will take assignment as outlined above.
- Per Diem employees will be reassigned per contract and will follow Reassignment Pathway.
- Reassigned RN will not be charge on the reassigned unit if possible (per contract).
- Reassigned RN is assigned an RN from the regular unit staff who will be available to answer questions, acclimate to unit lay out and meal/break coverage.
- Volunteers - if an RN “volunteers” to go to another unit, she/he will work within their competency.
- Hospital retains the right to reassign to units outside the above pathways in unusual circumstances, e.g., snowstorm, disaster (declared or otherwise).
- When reassigned, a nurse may request to be reacclimated to the unit to which he/she is reassigned. Reacclimation shall not teach the nurse new skills or clinical competencies.
- Cross training is defined to be training to teach nurses additional clinical competencies.
- Full-time and part-time staff, who volunteer to be cross trained within the above Reassignment Pathways (where such cross training is required for reassignment), will be

cross trained. The scheduling of such cross training shall be on a “first come first served” basis, and the Employer shall make a good faith effort to cross train such volunteers, consistent with staffing and patient needs and volume.

- The Employer may cross train at its discretion full-time and part-time staff who volunteer for cross training outside of the reassignment pathways.
- Cross trained employees will be required to accept a reassignment, outside of the reassignment rotation, if there are insufficient volunteers for the reassignment.

## ATTACHMENT B

### Virtua Nurse Professional Development Advancement Program (PDAP)

Effective 2016, Virtua will implement the PDAP. Nursing professional development is a specialized nursing practice that facilitates the professional development of nurses in their participation in lifelong learning activities to enhance their professional competence and role performance, the ultimate outcomes of which are protection of the public and the provision of safe, quality care (ANA, 2010, Nursing Professional Development Scope and Standards of Practice).

The Virtua Nurse PDAP is a performance based advancement program that exists to promote, support, recognize and reward individual RNs as they grow within the role of the registered nurse. This program supports, guides, strengthens, and empowers nurses to evolve in their profession as individuals and as a whole.

#### **There are three major standards to the program:**

**Education:** The nurse promotes learning and development through continuing education, degree advancement, certifications and the role of educator, super-user or preceptor.

**Evidence Based Practice/Research:** The nurse encourages colleagues to use evidence-based practice to drive quality and safe patient care, and impact positive patient outcomes. This includes involvement in clinical practice councils, research projects, performance improvement projects, or collaboration with care team members to apply practice guidelines across a unit or department. The nurse shares learning through presentations both internally and externally to the organization.

**Leadership/Professional Service:** The nurse takes on a variety of different roles as leader or chair for shared governance councils, chair or co-chair of practice councils, committees or charge nurse or through professional service.



<b>Level Expectations</b>	<b>RN1 Novice</b>	<b>RN2 Competent</b>	<b>RN3 Proficient</b>	<b>RN4 Expert</b>
	<p>Reflects the experience of a new to practice nurse.</p> <p>Less than 12 months of clinical nursing experience</p> <p>FT or PT status</p>	<p>Reflects the minimum level of competence and experience required for employment to a specific area of practice.</p> <p>Nurses are required to attain and maintain practice at this level.</p> <p>FT or PT status</p>	<p>Reflects clinical expertise and leadership abilities in area of practice.</p> <p>Two or more years of experience in specialty area.</p> <p>Requires application and acceptance by Program Oversight Committee.</p> <p>Has not received any written discipline within prior 12 months.</p>	<p>Reflects advanced expertise and leadership across the system.</p> <p>Two or more years of experience in specialty area.</p> <p>Minimum two years in Level 3.</p> <p>Requires application and acceptance by Program Oversight Committee.</p> <p>Has not received any written discipline within prior 12 months.</p>

	<b>RN1 Novice</b>	<b>RN2 Competent</b>	<b>RN3 Proficient</b>	<b>RN4 Expert</b>
<b>General Requirements</b>	<p>Satisfactory Performance Evaluation or better.</p> <p>By end of probationary period, meets all Department mandatory requirements for competence, education, and attendance.</p>	<p>Satisfactory Performance Evaluation or better.</p> <p>Meets all Department mandatory requirements for competence, education, and attendance.</p> <p>All requirements must be met by first annual evaluation.</p>	<p>Satisfactory Performance Evaluation or better.</p> <p>Meets all Department mandatory requirements for competence, education, and attendance.</p> <p>Meets all requirements of Levels 1 and 2.</p>	<p>Satisfactory Performance Evaluation or better.</p> <p>Meets all Department mandatory requirements for competence, education, and attendance.</p> <p>Meets all requirements of Levels 1, 2, and 3.</p>
<b>Education Requirement</b>		<p>Completion of 15 CE credits within the prior year (or 30 within prior 2 years).</p>	<p>Meets all requirements of Levels 1 and 2.</p> <p>BSN or higher degree in nursing.</p> <p>National certification in specialty area.</p> <p>Provides one inservice/clinical presentation to unit.</p>	<p>Meets all requirements of Levels 1, 2, and 3.</p> <p>BSN or higher degree in nursing.</p> <p>National certification in specialty area.</p> <p>Provides one inservice/presentation at division or system level meeting or council.</p>

	<b>RN1 Novice</b>	<b>RN2 Competent</b>	<b>RN3 Proficient</b>	<b>RN4 Expert</b>
<b>EBP/ Research Requirement</b>	Within 1 year of end of probationary period completes a clinical presentation to unit peers.	Participates as appropriate in unit based EBP projects and/or presentation.	<p>Meets all requirements of Levels 1 and 2.</p> <p>Leads or co-leads one unit based EBP project.</p> <p>AND</p> <p>Presentation of unit based projects within Virtua.</p> <p>OR</p> <p>Writes a substantive article for an internal publication.</p> <p>OR</p> <p>Participates in annual review of nursing practice policies.</p>	<p>Meets all requirements of Levels 1, 2, and 3.</p> <p>Participates in one divisional or system EBP project.</p> <p>AND</p> <p>Presents professional presentation outside of Virtua.</p> <p>OR</p> <p>Submits an article to an external publication.</p> <p>AND</p> <p>Participates in annual review of nursing practice policies</p>

	RN1 Novice	RN2 Competent	RN3 Proficient	RN4 Expert
<b>Leadership/Professional Service Requirement</b>		Attends staff meetings, Virtua practice council, or Virtua committee with attendance at 50% of the meetings within prior 12 months strongly encouraged OR SuperUser for IT transformation initiatives	Meets all requirements of Levels 1 and 2.  Co-chair or chair of Virtua practice council or committee within the last 2 years with attendance at 80% of the meetings within prior 24 months. OR Leads special unit based council projects.  Acts as a resource nurse to staff. OR Mentor to at least one RN as approved.  Attends annual conference of professional nursing organization and presents information to staff OR Reads peer review journal and presents information to staff	Meets all requirements of Levels 1, 2, and 3.  Co-chair or chair of division or system practice council or committee with attendance at 80% of the meetings within prior 24 months. OR Engages in division or system special project.  Completes process improvement training.  Mentor to at least one RN as approved.  Attends annual conference of professional nursing organization and presents information to staff OR Reads peer review journal and presents information to staff twice per year (i.e., attends two conferences or reads two peer review journals, or does one of each)

<b>Documentation Requirement</b>	<b>RN1 Novice</b>	<b>RN2 Competent</b>	<b>RN3 Proficient</b>	<b>RN4 Expert</b>
	<p>Preceptor Evaluation</p> <p>Orientation Competency Checklist</p> <p>Documentation of Clinical Presentation</p>	<p>Provides required documentation for competence, education, and/or certification.</p> <p>Documentation will be submitted by the employee as part of the annual evaluation process.</p>	<p>Application must be completed, which will include required documentation for competence, education, research, leadership/professional service, and certification, as well as resume and one professional letter of recommendation (from a Virtua manager or colleague).</p> <p>Level 3 incumbents do not have to re-apply each year, but must submit documentation verifying criteria continue to be met and need not submit additional letters of recommendation.</p>	<p>Application must be completed, which will include required documentation for competence, education, research, leadership/professional service, and certification, as well as resume and two professional letters of recommendation (including one from a Virtua manager or other colleague).</p> <p>Level 4 incumbents do not have to re-apply each year, but must submit documentation verifying criteria continue to be met and need not submit additional letters of recommendation.</p>

### The Program Oversight Structure

The program is administered under the direction of Virtua's Sr. Vice President/Chief Nursing Officer and Vice Presidents of Patient Care Services.

- **The Program Oversight Committee** (“Committee”) is appointed by the SVP CNO and the VPs of Patient Care and may include:

Sr VP/Chief Nursing Officer (Chair)  
 VP of Patient Care  
 AVP of Human Resources  
 AVP of Clinical Learning  
 Advance Nurse Clinician  
 4 Staff RNs at Level 2, 3 or 4

- Responsibilities:
  - General oversight of the PDAP at Virtua
  - Review of the PDAP policies and procedures, and ensure criteria and guidelines are met
  - PDAP Evaluation
  - Monitoring program participation
  - Educating the employees about the PDAP
  - Review and recommend action for each application for promotion
  - Review and recommend action for each renewal request
  - Provide individual consultation when requested to assist eligible RNs in their career development planning
- Representation on the Committee may include participants from different practice settings within Virtua, such as in patient care units, Ambulatory settings, Home Care, SEDs.
- Terms for serving on the Committee for bargaining unit members will be 2 years and may be renewed at the discretion of the Committee. The members will serve staggered 2 year terms with half of the members selected each year. In the initial year of the Program, one half of the members shall be assigned one year terms.

#### **Annual Review Process:**

- An eligible RN may submit an application for promotion by one level at a time, coordinated around annual review period. Nurses must submit required documentation annually to remain in Levels 3 and 4.
- RNs, which transfer or are in the process of transferring to another department, maintain their current level in the PDAP.
- Three copies of each application must be submitted to the Committee by the deadline.
- The annual deadline for application submissions is July 1.
- The Committee will have eight (8) weeks from the deadline to review and make a recommendation on each application received.

- Applications must be typed documents. The completion of the application, including providing supporting documentation, is the responsibility of each RN for his/her own application.
- The Committee's decision will be communicated in writing to the RN applicant on or before September 15.
- The RN may contact a member of the Committee to make an appointment to review the application after a decision is made.
- To be eligible for RN3 or RN4, a nurse must be full-time or part-time and regularly scheduled and budgeted for at least 35 hours per pay period.
- For 2016: All current nurses will initially be placed in the RN1 or RN2 Levels (RN1 if the nurse has less than 12 months of clinical nursing experience). On or before July 1, 2016, nurses who believe they meet the criteria for RN3 or RN4 may apply for such status through the above process. In 2016 only, nurses may apply directly to Level 3 or 4 without spending any time in a prior level of the Program.
- The BSN: For the term of this Agreement only, the requirement that an RN3 have a BSN or higher degree in nursing may be met by 50% completion of a BSN or higher degree in nursing, so long as the nurse remains actively enrolled in a BSN or higher degree in nursing program. Documentation of 50% credit completion and active enrollment must be included as part of the PDAP application.

## NOTES



**EXHIBIT 2 to  
Certification of Denise M. Keyser**

JNESO District Council 1 IUOE - AFL-CIO  
GRIEVANCE FORMJNESO - Mtwa  
LOCALFILE # 1004-2017 CA-NICUAll NICU RN's  
GRIEVANT NAME

DATE OF EMPLOYMENT

ADDRESS

TITLE

CITY, STATE, AND ZIP CODE

NICU All shifts  
CLINICAL AREA AND SHIFT

## NATURE OF THE GRIEVANCE:

unjustified denial of PTO

## WHAT CONTRACT PROVISION OF PRACTICE HAS BEEN VIOLATED?

Article 6.1, Article 25.2, Article 47  
and any other applicable articles

## REMEDY DESIRED:

Grant time off as requested appropriately

## SUBMITTED AT:

## RESPONSE RECEIVED:

☒ STEP I DATE 6/28/17 TO Toni Amador DATE \_\_\_\_\_

☒ STEP II DATE 7/24/17 TO Barb Hansen DATE \_\_\_\_\_

☐ STEP III DATE \_\_\_\_\_ TO \_\_\_\_\_ DATE \_\_\_\_\_

☐ STEP \_\_\_\_\_ DATE \_\_\_\_\_ TO \_\_\_\_\_ DATE \_\_\_\_\_

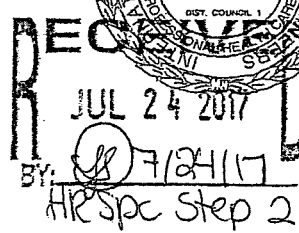
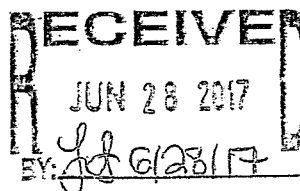
SUBMITTED BY: Jennelin Schott SIGNATURE

UNION TITLE

GRIEVANCE FORM  
2/2001

Jennelin.S@

mtwa.com

Grenan  
T 2

**EXHIBIT 3 to  
Certification of Denise M. Keyser**

AMERICAN ARBITRATION ASSOCIATION  
LABOR ARBITRATION TRIBUNAL

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In the Matter of the Arbitration Between

WEST JERSEY HEALTH SYSTEMS/ VIRTUA HEALTH INC.

and

JNESO DISTRICT COUNCIL 1, IUOE

AAA Case# 01-17-0006-1078  
(NICU Class Action-Denial of PTO)

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AWARD OF ARBITRATOR

The undersigned Arbitrator, having been designated in accordance with the arbitration agreement entered into by the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the parties, AWARDS as follows:

Based on the evidence submitted, the Employer did violate the collective bargaining agreement by improperly denying use of PTO to aggrieved bargaining unit employees in the NICU at the Employer's Voorhees, New Jersey facility. The Employer's decision to reduce the number of slots available for vacation use of PTO during the summer peak season in 2017 and 2018--having been predicated on flawed mathematics and incomplete evaluation of the

information necessary to make a reasonable prediction in February of the NICU staffing needs during the following June, July, and August-- created an exception under the language of Article 5.1, the Management Rights clause and Article 28.2, granting the Employer to sole right to set staffing levels, except as limited elsewhere in the collective bargaining agreement, and thus constituted a circumstance that the Arbitrator can properly rectify by ordering a return to the status quo ante.

The appropriate remedy is to direct thereby that the Employer permit no fewer than eleven PTO shifts per week on the NICU day shift and eleven PTO shifts per week on the NICU night shift throughout 2019. The Employer shall determine the maximum available vacation PTO shifts for both peak and non-peak seasons in 2020 and thereafter in accordance with valid mathematical methodology and using appropriate statistical data, as discussed herein.

The Arbitrator hereby retains jurisdiction for the purpose of resolving any dispute that may arise regarding the implementation of the remedy ordered pursuant to this Award.

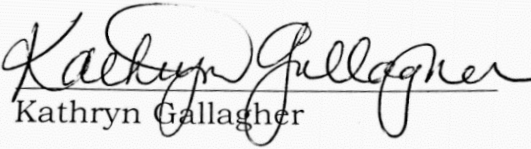
November 30, 2018

A handwritten signature in black ink, appearing to read "Daniel F. Brent", written over a horizontal line.

Daniel F. Brent, Arbitrator

State of New Jersey  
County of Mercer

On this 30<sup>th</sup> day of November, 2018 before me personally came and appeared Daniel F. Brent, to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.



Kathryn Gallagher

**KATHRYN GALLAGHER**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 2/18/2021

AMERICAN ARBITRATION ASSOCIATION  
LABOR ARBITRATION TRIBUNAL

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In the Matter of the Arbitration Between

WEST JERSEY HEALTH SYSTEMS/ VIRTUA HEALTH INC.

and

JNESO DISTRICT COUNCIL 1, IUOE

AAA Case# 01-17-0006-1078  
(NICU Class Action-Denial of PTO)

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Hearings were held in the above-entitled matter on July 11, 2018 and August 16, 2018 at the ML Hotel in Mount Laurel, New Jersey, before Daniel F. Brent, duly designated as Arbitrator. Both parties attended these hearings, were represented by counsel, and were afforded full and equal opportunity to offer testimony under oath, to cross-examine witnesses, and to present evidence and arguments. A verbatim transcript was made of the proceedings, and both parties submitted post-hearing briefs. The record was declared closed upon receipt of the briefs on October 9, 2018. The Arbitrator requested extension of the time within which to render his Award, which request was granted by the parties.

APPEARANCES

For the Employer

Christopher T. Cognato, Esq., of Ballard Spahr, Esqs.

Donna Page, Assistant Vice President of Employee and Labor Relations

Heidi Baur, Vice President, Patient Care

Barbara Hansen, AVP, Patient Care-Maternal and Child Health

Terri Angradi, NICU Nursing Director

For the Union:

Raymond G. Heineman, Esq., of Kroll, Heineman, and Carton, Esqs.

Virginia Treacy, Consultant

Barbara Jones, President

Jennyon Schott, Vice President

Ellena Osborne, Labor Representative

Francesca Martinez, Staff Nurse

Lonnie Walker, Staff Nurse

Maryann McClarnon, Staff Nurse



ISSUE SUMMITTED

Did the Employer violate the collective bargaining agreement by improperly denying use of PTO to aggrieved bargaining unit employees in the NICU at the Employer's Voorhees New Jersey facility?

If so, what shall be the remedy?

NATURE OF THE CASE

The Union submitted the instant grievance contending that the Employer had improperly deprived bargaining unit nurses assigned to the Neonatal Intensive Care Unit (NICU) at Voorhees Hospital of the opportunity to use accrued PTO for vacation, primarily during the peak summer season months of June, July, and August 2017. According to the Union, the Employer arbitrarily reduced the total number of twelve-hour shifts that employees could sign up for utilizing earned vacation during this interval from to eleven to nine each week on the day shift and from to eleven to nine each week on the night shift. The Union asserted that because the Employer failed to hire sufficient nursing staff to cover the additional absences caused by vacation PTO and medical leaves of absence, bargaining unit nurses employed in the NICU were thus deprived of the reasonable use of their earned vacation, particularly regarding second weeks during the peak interval, and were further disadvantaged

because many employees reached the maximum accrual of PTO hours permitted under the collective bargaining agreement. Reaching the maximum paused further accrual of PTO until the employee used PTO to reduce her bank below the maximum allowed or sold accrued PTO back to the Employer at a twenty-five per cent discount.

The Union cited multiple unfilled job postings for staff nurse positions as evidence that the levels in the NICU were not at the level set by the Employer pursuant to its managerial discretion to determine the requisite minimum staffing level, provided that the minimum staffing level set by state regulations had been satisfied. The Union further asserted that the failure of the Employer to create a measure of the acuity level for infant patients in the NICU, to maintain acuity records, or to provide a reasonable and transparent basis upon which the patient census manager was able to predict in February 2017, when peak season PTO vacation requests were processed, what the NICU patient census and acuity level would likely be in June, July, and August 2017 further supported the Union's contention that the Employer had improperly deprived bargaining unit nurses of an opportunity to use their accrued PTO by arbitrarily reducing the number of day shift and night shift PTO slots per week from eleven to nine for 2017 and 2018.

The Employer denied the grievance, contending that the Employer had always met the state-mandated minimum staffing level for the NICU and properly exercised the Employer's exclusive discretion to set staffing levels explicitly reserved to the Employer under Article 5.1 of the parties' collective bargaining agreement. The Employer contended that management had meticulously followed the procedures set forth in Article 47 of the collective bargaining agreement for assigning first week and second week vacation PTO requests during the peak summer months, and that the reduction in available PTO shifts per week reasonably reflected the difficulties encountered by management in assuring adequate staffing to meet the average projected patient census based on historical records that incorporated patient acuity.

The parties were unable to resolve their dispute within the grievance procedure, and the matter was brought to arbitration.

#### RELEVANT CONTRACT PROVISIONS

##### ARTICLE 5: MANAGEMENT RIGHTS

5.1 The management and operation of the enterprise and the direction of the work force are vested exclusively with the Employer. The Employer retains all of the power, rights, functions, responsibilities and authority to operate its business and direct its employees except as limited by express language of this Agreement. The rights reserved to the Employer include all matters of inherent managerial policy including those necessitated by the unique nature of Employer's operations. Prominent among the rights reserved to and retained by the Employer, but by no

means wholly inclusive, are the sole right to hire, educate, classify, assign, transfer, discipline or discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the number of hours to be worked; to establish and change work schedules and assignments; to establish job duties and standards of performance; to require reasonable overtime in the interest of patient care; to promulgate reasonable rules, standards and regulations; to assign professional nursing duties to the work force, to assign or transfer temporarily or permanently employees as operations may require; to plan and continue operations; to exercise control and direction over the organization and effectiveness of operations; to determine the number of employees and duties to be performed by them as registered nurses; to maintain the efficiency of employees to establish, expand, reduce, appoint, combine, consolidate or abolish any job classification, department or service; to introduce new or improved methods, materials, equipment or facilities; to utilize suppliers, subcontractors and independent contractors as needed to assure appropriate staffing as it determines appropriate; to control all property; to transfer any or all operations to any location or discontinue the same in whole or part; to utilize employees wherever necessary in cases of emergency; to determine and implement standards related to education, instructions, operations and patient care; to change or abolish job titles, departments or units; to determine and change work shifts, schedules, rotations and starting and quitting times; and in all respects to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The Employer reserves the right to discontinue operations in whole or in part; to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of employees required, and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business. The above set forth management rights are by way of example, but not by way of limitation. The Union recognizes that the Employer may introduce a revision in the method or methods of operation, which may produce a revision in job duties and reduction of personnel in any job classification.

5.2 The Employer may introduce a change in the method or methods of operation, which may produce a change in job duties and reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any such program to be hereafter undertaken by the Employer.

5.3 The Union agrees to cooperate with the Employer to attain and maintain maximum patient care and full efficiency and the Employer agrees to consider construction suggestions submitted by the Union toward these objectives.

#### ARTICLE 34

34.15 Employees may carry earned, available PTO from pay period to pay period, and into each new calendar year.

34.16 The accrual of PTO will end when the employee's available PTO is equal to 100% of the annual PTO accrual. Accrual will begin again when available time is reduced through usage and/or sell-back.

34.17 In the event an employee transfers to a non-benefit eligible position, available PTO will be paid to the employee.

##### PTO Sellback:

34.18 Employees may sell back up to 100 hours PTO two times/year, to a maximum of 200 hours sold/year, provided a minimum of 20 hours is maintained in the employee's PTO bank at each sell-back period.

a. PTO may not be sold at other times.

34.19 Payment will be made at 75% of the employee's base rate of pay.

34.20 In the event the time is not available at the time sell-back is to occur, no payment shall be made.

34.21 There should be two (2) PTO sell-back opportunities per calendar year. The program is voluntary, and annual sellback decisions are final. Notwithstanding the above employees may sell back 100 hours at 100% of their base hourly rate at the sell-back opportunity in the Spring of 2015 provided a minimum of 20 hours is maintained in the employee's PTO bank.

#### ARTICLE 47: SCHEDULING AND AVAILABILITY

##### 47.1 Scheduling Procedure:

a. The Hospital will post a six (6) week preliminary schedule five (5) weeks before the start of the schedule indicating the staffing for full and part-time RNs. Requests for PTO must be submitted in writing to the manager/supervisor on the approved request form no sooner than twenty four (24) weeks and no later than six (6) weeks prior to the start of the next schedule, except for the months of June, July, August and

September. Requests will be responded to in writing within fourteen (14) days.

b. 1. PTO requests for the peak vacation period of June 15<sup>th</sup> through September 15<sup>th</sup> shall be submitted in writing, by January 31<sup>st</sup>, and be responded to by March 1<sup>st</sup>. Requested PTO for the peak vacation period of June 15 through September 15 may not exceed the employee's cumulative total of schedule hours per pay period (maximum of two work weeks, as defined in Section 17.1). Employees requesting two (2) work weeks must indicate their first and second choice weeks. Approval shall be granted, by seniority preference, for one week in an effort to grant as many employees in the unit as possible at least one work week off during the peak vacation period. Management will then consider requests for a second work week, again in seniority order. In the event of a conflict among employee on first or second choice weeks, management will communicate with the employees involved. Requests for individual PTO days during the peak vacation period will be considered thereafter. PTO requests are subject to management approval. Both the Employer and the Union urge employees to work toward an equitable distribution of PTO time within each unit during the peak vacation period.

2. All other vacation (PTO) requests including the peak vacation period from June 15<sup>th</sup> through September 15<sup>th</sup>, received after January 31<sup>st</sup>, shall be addressed on a "first-come, first-served" basis, and need not be on a work week basis.

3. Requests received from multiple nurses at the same time, for the same time, will be approved on a seniority basis.

4. Approved PTO requests are not subject to change by subsequent requests submitted by more senior nurses, when specifically related to above dates.

5. Approved PTO (vacation) may include a normal weekend on and shall not change or interrupt the weekend off/on method. If requested, managers will provide coverage for employees who work every other weekend for up to four (4) weekend shifts per year. If requested, managers will provide coverage for employees who work every third weekend for up to two (2) weekend shifts per year. Employees may request additional weekend shifts off provided they find their own coverage as long as such coverage doesn't incur additional overtime and/or bonus costs.

6. Previously approved vacation (PTO) for transfers may be honored by the new manager provided no bargaining unit member in the

new unit has requested and been denied that specific time period off. New hire vacation approval would be handled the same way.

7. PTO requests for special family events occurring outside of the peak vacation period may be submitted up to 1 year in advance of the requested date(s) off. Such requests will be considered without regard to seniority. The Employer will respond to such requests as promptly as possible, but in no case longer than 30 days.

8. Peak vacation period PTO requests in blocks of one (1) work week will take precedence over, but not preclude, single day requests on a case by case basis and will not be unreasonably denied.

c. The Employer will post a chart in each unit and the staffing office indicating the dates on which the schedules begin and the latest date PTO can be requested for each schedule.

d. Once the preliminary scheduled has been posted, additional requests for switches and/or PTO will be submitted in writing on the approved Hospital form to the immediate manager/supervisor. Requests shall not be unreasonably denied and responses will be in writing. The preliminary schedule will remain posted for seven (7) calendar days. Full-time and part-time employees and weekend staff may sign up for up to thirty-six (36)/forty (40) hours per week (based on a unit's full shifts) at this time. The preliminary schedule will remain posted for an additional seven (7) days to allow Per Diem nurses to sign up for available shifts. Shifts shall be awarded by Level (with Level 2 receiving first preference, Level 1 second preference) until required Level hours are met. In the event there are insufficient hours for all nurses within a Level to receive their required hours, the hours will be distributed as equitably as possible. Thereafter, nurses may sign up for additional hours on a first come, first serve basis. Note that preference at any stage of scheduling shall be given to employees signing up for full shifts which do not require the payment of overtime.

e. The preliminary schedule will indicate staffing needs.

f. At least 50% of the RN staff (including unit based Level 2 and Level 1 Per Diems) on the schedule on any day and shift must be regular unit staff unless otherwise approved by the manager.

### DISCUSSION AND ANALYSIS

Article 5 of the collective bargaining agreement, the Management Rights Clause, explicitly confers on the Employer the exclusive and sole prerogative to set staffing levels, including in the NICU. This prerogative authorizes the Employer not only to determine the target staffing level in the NICU on any given day or night shift, including the right to cancel nurses when the patient census and acuity levels do not justify keeping all previously scheduled nurses on duty, but also to employ reasonable methodology to predict the number of nurses that will be necessary on future shifts for the purpose of implementing the detailed vacation scheduling procedures negotiated by the parties that appear in Article 47. This authority does not require that Hospital managers who review vacation requests in February of any given year, including 2017 and 2018 the years in dispute in the instant case, predict with certainty what the patient censuses are likely to be, as this prediction cannot be calculated accurately without knowing how many babies will be born during each week of the peak season, how many of these babies will require treatment in the NICU, and how acute their condition will be and thus the ratio of nurse to patient to provide proper care, factors cannot be precisely determined in advance.

These variables are obviously unknown, and may not replicate historical NICU data. However, the Employer is obligated to calculate its predicted needs for the purposes of complying with the negotiated vacation assignment



procedures of Article 47 by using appropriate competent mathematical methodology. The facts and circumstance adduced by the testimony and documentary evidence submitted in the instant case established persuasively that the Hospital failed to satisfy this standard in exercising its managerial discretion to justify its decision to reduce the number of available vacation shifts per week in the NICU for 2017 and 2018 from eleven to nine on the day and night shifts.

The Hospital's methodology was flawed for several reasons. First, the parties negotiated two separate procedures for assigning vacation during peak season, defined as between June 15 through September 15, and for the balance of the calendar year. The parties recognized that peak season vacations were more desirable when they negotiated the detailed procedures for assigning peak season vacation use in Article 47. Nevertheless, the Employer did not isolate patient census and acuity for purposes of calculating projected needs and determining the number of PTO slots that should be made available during peak season. Rather, the Employer used an annual average of patient census and acuity, which distorted the needs for the peak season. Moreover, the Employer included medical leaves of absence, which could not reasonably be predicted from historical data, and thus should not have been included.

In addition, the Hospital was unable to document for the evidentiary record how often it had cancelled NICU nurses in 2016, 2017, or 2018, further undermining the validity of its calculations (Tr. 46, 47). Without knowing how many nurses were scheduled, but not actually used, the Hospital's assertion that the reduction of available PTO shifts from eleven to nine shifts per week on the day shift and on the night shift was a valid exercise of management's reasonable discretion cannot be sustained. Struggling to get sixteen NICU nurses may be relevant, but only if sixteen nurses were regularly required to provide nursing care based on patient census and acuity. According to the testimony, full staffing of seventeen or eighteen nurses could be achieved every day, minus nurses absent on medical leaves of absence or authorized use of PTO (Tr2-50). The actual number of nurses used is germane.

Furthermore, the Employer computed its projected peak season staffing needs by improperly imputing patient acuity levels that were predicated on historical staffing level data without considering the actual acuity of the patient census on any given day. Although Union Exhibits 6, 7, and 8, contained the information regarding state regulators' concerns about the adequacy of the manner in which the Hospital maintained its acuity statistics, the Arbitrator has not considered these documents as relevant to whether the Employer violated its contract with the Union. The Employer acknowledged, however, in testimony adduced at the arbitration hearings that it did not maintain records

isolating and tracking acuity, and thus did not consider the daily, weekly, or monthly patient acuity levels, especially during peak season, in predicting its future peak season staffing levels (Tr2-60). Rather, the Employer inferred from the number of nurses actually on duty and the patient census numbers that acuity had been properly addressed on a daily basis. This inference did not justify reliance on the Hospital's methodology.

Testimony offered by the Employer at the arbitration hearings established (Tr. 2-32) persuasively that management "struggled" to find adequate staffing when eleven shifts per week were allocated each to the NICU day shift and night shift. The testimony also asserted that the Hospital continued to struggle to fill staffing needs when the number of allotted shifts was diminished to nine per week on the NICU day shift and nine shifts on the night shift. The difficulty in finding qualified NICU nurses with the training and experience to staff a Level 3 NICU also compounded the Hospital's challenges regarding staffing. The degree to which the Employer struggles to find adequate personnel should not be the sole determinative factor justifying its ability to reduce the number of PTO slots available for peak season vacation use without adequate proof that management has exercised its contractually conferred discretion in a reasonable manner, rather than arbitrarily or capriciously. The record keeping and computational factors cited above preclude an objective endorsement of the Hospital's methodology. The Hospital

acknowledged that management did not check the number of medical leaves of absence in 2017 when determining the level of PTO to be permitted in 2018 (Tr2-99). Moreover, the anticipated stress on staffing levels attributable to vacation use in peak season and to an anticipated, but undocumented, component of medical leaves of absences, was exacerbated by the Hospital's decision not to authorize, or only belatedly to fill, as many as seven job vacancies in the NICU. Thus, the computation for 2018 may have been distorted.

The gist of the Union's grievance is that the Hospital unduly constrained the use of earned PTO during the popular peak season without demonstrating adequate statistical justification and without maintaining the necessary staffing to permit the level of use of peak season PTO that existed in the past without showing changed circumstances. Bargaining unit nurses are not guaranteed two weeks of PTO vacation during the peak season. Neither can the Union demand that the Employer increase its year round work force solely to make additional vacation slots available during peak season. However, the Union is entitled to demand that the procedures for assigning PTO pursuant to the collective bargaining agreement on the basis of seniority be conducted in an equitable manner based on mathematically accurate use of valid historical data. Although the contractual procedure for distributing peak season vacation slots was properly followed for assigning the nine slots each week on

the day and night shifts, the requisite standard for reducing the number of available peak shifts was not met in the instant case.

The discretion explicitly reserved for the Employer to determine staffing necessary to provide adequate patient care is predicated on the assumption that the Employer will use demonstrably valid computational methodology to establish the staffing level necessary for each shift as dictated by the number of patients in the NICU and the acuity of each patient pursuant to regulations promulgated by the State of New Jersey and by good medical and nursing practice. This discretion is limited in that the Employer could not, for example, eliminate entirely the possibility of using PTO during peak season simply in order to assure beyond doubt that adequate nursing staff would be available in the NICU, as such an overabundance of caution would effectively override the explicit detailed contract language governing the procedures for permitting employees to use accrued PTO during summer peak months. Staffing level predictions must realistically reflect valid statistical analysis.

The mathematical methods demonstrated by the evidentiary record mandate a conclusion that, by using blended annual statistics rather than separating out the peak season and off-peak season, the Employer's use of historical data from 2015 and 2016 to predict its staffing needs during the peak season of 2017 and 2018 was materially flawed. This flaw was

compounded by establishing the same number of PTO slots per shift per week throughout the year without demonstrating that the peak and off-peak seasons presented identical levels of use.

As the Employer meticulously followed the contractual procedure for assigning employees their first week of vacation in seniority order and thereafter their second week of vacation in a timely manner, and the evidentiary record did not establish that any NICU nurses were deprived of the total annual amount of PTO to which they were entitled, there is no compelling basis for the Arbitrator to provide a retroactive make whole remedy. Although employees may have been disappointed at being deprived of vacation slots they preferred that might otherwise have been available to them if the Employer permitted eleven PTO shifts per week on the day shift and eleven on the night shift during the summer 2017 and 2018 peak seasons, there is no evidence that employees were deprived of the correct amount of vacation to the extent that a monetary remedy can be justified.

Neither does the evidentiary record provide an adequate basis to provide a make whole remedy regarding guaranteed weekend days off. The Employer is hereby reminded of its obligation under the contract to permit employees to utilize the contractually mandated number of guaranteed weekend days off. Erroneous answers to employee inquiries about utilization of free weekends

should be addressed promptly by the Hospital and clarification communicated to the Union.

Further adjustment of this scheduling procedure remains for the parties to negotiate, as ordering such changes would exceed the Arbitrator's remedial authority. Similarly, the lack of transparency to bargaining unit employees regarding which vacation days have already been selected or distributed and the alleged deficiencies in the API scheduling program should be addressed by the parties rather than imposed through arbitral fiat.

Based on the evidence submitted, the Employer did violate the collective bargaining agreement by improperly denying use of PTO to aggrieved bargaining unit employees in the NICU at the Employer's Voorhees, New Jersey facility. The Arbitrator's remedial powers are limited, not only by the explicit terms of the parties' collective bargaining agreement, but also by generally applicable standards governing the adjudication of labor management disputes. The Arbitrator lacks authority to order the Employer to hire more nurses or to assign additional nurses to the NICU from among the pool of other nurses employed at the Hospital. Nevertheless, the Employer's decision to reduce the number of slots available for vacation use of PTO, especially during the summer peak season in 2017 and 2018--having been predicated on flawed mathematics and incomplete evaluation of the information necessary to make a

reasonable prediction in February of the NICU staffing needs during the following June, July, and August-- created an exception under the language of Article 5.1, the Management Rights clause and Article 28.2, granting the Employer to sole right to set staffing levels, except as limited elsewhere in the collective bargaining agreement, and thus constituted a circumstance that the Arbitrator can properly rectify by ordering a return to the status quo ante.

The appropriate remedy is to direct thereby that the Employer permit no fewer than eleven PTO shifts per week on the NICU day shift and eleven PTO shifts per week on the NICU night shift throughout 2019. The Employer shall determine the maximum available vacation PTO shifts for both peak and non-peak seasons 2020 and thereafter in accordance with valid mathematical methodology and using appropriate statistical data, as discussed herein.

The Arbitrator hereby retains jurisdiction for the purpose of resolving any dispute that may arise regarding the implementation of the remedy ordered pursuant to this Award.

November 30, 2018

Daniel F. Brent, Arbitrator



**EXHIBIT 4 to  
Certification of Denise M. Keyser**

August 15, 2017

Dear Jenny,

Thank you for meeting with me, along with Virginia, Lonnie and Lee to discuss Step 2 Grievance # VO04-2017CA – NICU. This letter is to inform you of my decision

JNESO states that there has been unjustified denial of PTO in the NICU concerning both peak vacation week long requests, and individual PTO requests for posted schedules. I will respond to each separately

1. Peak Vacations (as stated in article 47.1 as between June 15 and Sept 15). Requests are to be submitted by Jan 31, and responded to by March 1, and this timeline was followed by the NICU leadership. A decision was made in the fall of 2016 to reduce the # of shifts from 22 shifts per week to 18 shifts per week due to review of historical census and staffing during the summers of 2015 and 2016. This reduction still permits the equivalent of 3 FTE to be off on both day shift and night shift.

For 2017 83 nurses (all who requested) were granted 1 week of PTO, 19 nurses were granted a second week. Article 47.1b states "Approval shall be granted, by seniority preference, for one week in an effort to grant as many employees in the unit as possible at least one work week off during the peak vacation period. Management will then consider requests for a second work week, again in seniority order." The NICU management team did review and approve PTO requests as stated in this article

2. Single PTO days. You stated that this was not done timely, and that the PTO requests (with coverage) are being unjustly denied, if denied because the unit does not have the target # of 16 nurses per shift.

I interviewed and observed that the NICU leadership reviews PTO slip requests submitted staff usually daily, sometimes every other day unless they are involved in patient care. They approve or deny based on the needs of the unit, and they do respond to the employee at that time, always in writing, and sometimes by a phone call or in person. You did not provide me any examples of the "holding" onto slips until the day before the request and they were not aware of any.

You also stated that the leadership is unjustly denying if there are not 16 nurses on the shift. You refer to Article 28 which does state "the primary function of nursing is to provide quality care to the patient", and 28.2 which states that "appropriate staffing levels will be based on NJ Hospital licensing standards and within the sole discretion of the Employer". The NICU targeted # of nurses per shift for an ADC of 35 is 16 nurses. Shifts that do not have 16 scheduled RNs are considered to have "needs" and as has been the past practice and consistent with 47.1 h, PTO is not granted for a day that has needs. In fact 47.1h specifically states that Per diem or Part time coverage can be used and not denied on the basis of a need on **another day** elsewhere the schedule, implying that it can be denied if the need is on the day being requested.

Step  
5.3

For the reasons outlined above I do not find evidence of unjustified denial of PTO and therefore no merit to your grievance. Thank you again for the opportunity to discuss and review this process.

Sincerely

Barbara Hansen MSN RN NE-BC

AVP Maternal Child Health

Virtua Voorhees.

**GRIEVANCE RESPONSE – (# V004-2017 CA- NICU)  
Step 3**

September 8, 2017

Dear Jenny,

Thank you, as well as Virginia Treacy, for meeting with me on September 6, 2017 to discuss grievance number V004-2017 CA-NICU. The Union claims that Virtua breached Article(s) 6.1, 28.2, 47 and any other applicable articles of the collective bargaining agreement ("CBA"). This is the third Step response.

Although there were various other PTO practices mentioned during our meeting, I will concentrate on the NICU specific items on the grievance form, specifically unjustified denial of PTO around peak times and individual requests for PTO. With regards to Peak PTO requests (June 15-September15) and article 47.1, The NICU leadership team did follow the contract by having requests for the peak time in by January 31<sup>st</sup> and responded to by March 1<sup>st</sup>. (47.1a). At the end of the summer in 2016, it was decided to grant 3 fte's off each shift after a review of historical summer census and staffing. In 2017, there were 83 nurses who were granted one week (per the posted schedules) and an additional 19 that were granted a second week during these peak times which follows the language in 47.1b

As per individual PTO requests and timeliness of response and unjustified denials of PTO, the leadership team does prioritize the approval/denial of requests as a daily task or every other day unless patient care needs take precedence. I was not made aware of nor did I see any examples of the team holding onto to requests. I did learn that the team does staff to an ADC of 35 and that is for 16 nurses. As we discussed, this is an average and when there are not 16, the shift does have a need and following 47.1h and past practices, PTO is not approved for days with needs.

Based on my investigation, I do not believe Virtua unjustly denied PTO and do not find merit in the grievance.

Please feel free to contact me if you have any questions

Sincerely,

Heidi Baur, MS, RN, NE-BC

Vice President of Patient Care

cc: HR manager (Laura Missan)

Local Union President- (Barbara Jones: [bjones@comcast.net](mailto:bjones@comcast.net))  
Chief Steward – ( Jenny Schott: [Jennyilins@hotmail.com](mailto:Jennyilins@hotmail.com))